

**ASTRAZENECA US GENERAL TERMS AND CONDITION**  
**(Revised 08/18/14)**

**1. OFFER AND ACCEPTANCE**

This purchase order is an offer by Buyer to buy from Supplier and becomes a binding contract on the terms set forth herein when accepted by Supplier by the commencement of performance. If this purchase order is issued in connection with a related Statement of Work, then the SOW shall not bind the parties unless and until a purchase order is issued. Notwithstanding the foregoing: (1) if this purchase order is construed as an acceptance, such acceptance is expressly conditioned on Supplier's assent to all terms contained herein; (2) if this purchase order is construed as a confirmation of an existing oral agreement between Buyer and the Supplier, the terms contained in this purchase order shall be in addition to the terms of such oral agreement and such confirmation is expressly conditioned on Supplier's assent to all terms contained herein; provided, however, that in the event of any inconsistency between this purchase order and the terms of such existing oral agreement, the terms of this purchase order shall govern; (3) if this purchase order is issued pursuant to an existing written definitive agreement between Buyer and Supplier, other than an existing purchase order (such written definitive agreement, a "Definitive Agreement"), then this purchase order shall be deemed a proposal to add the terms hereof to such Definitive Agreement and, unless amendments to such Definitive Agreement are expressly required to be in a writing signed by Buyer and Supplier (in which case, the proposal to add these terms is rejected in its entirety), the terms contained in this purchase order shall be in addition to the terms of such Definitive Agreement and Supplier's acceptance is expressly conditioned on Supplier's assent to all terms contained herein; provided, however, that in the event of any inconsistency or conflict between the terms of this purchase order and the terms of such Definitive Agreement, the terms of such Definitive Agreement shall govern; and (4) if there is an existing purchase order between Buyer and Supplier covering the subject matter hereof, the terms contained in this purchase order shall be in addition to the terms of such existing purchase order and Supplier's acceptance is expressly conditioned on Supplier's assent to all terms contained herein; provided, however, that in the event of any inconsistency between this purchase order and such existing purchase order, the terms of this purchase order shall govern. All sections of the Uniform Commercial Code that expressly or implicitly protect Buyer are hereby incorporated by reference in this form, regardless of whether it is construed as an offer, acceptance or confirmation. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SUPPLIER. ANY ADDITIONS, AMENDMENTS, MODIFICATIONS OR REVISIONS TO THIS PURCHASE ORDER (INCLUDING THESE GENERAL TERMS AND CONDITIONS) THAT SUPPLIER PROPOSES IN ANY MANNER OR FORM (INCLUDING, WITHOUT LIMITATION, IN ANY INVOICE SUBMITTED TO BUYER IN CONNECTION WITH THIS PURCHASE ORDER) SHALL BE DEEMED TO BE REJECTED BY BUYER, WITHOUT NEED OF FURTHER NOTICE, EXCEPT TO THE EXTENT THAT BUYER EXPRESSLY AGREES TO ACCEPT ANY SUCH PROPOSALS IN WRITING.

**2. PRICING, INVOICES, RECORDS, SHIPPING AND DELIVERY**

**2.1 Prices.** This purchase order must not be filled at prices higher than those appearing herein, or, if no prices appear, then at prices higher than those last quoted to Buyer, without advance written approval from Buyer.

**2.2 Invoices.** All Supplier invoices shall include the Order Number and Requester Name, and such other information as Buyer may request, set forth on the face of this purchase order. Supplier shall submit invoices at the times and in such other detail as is set forth on the face of this purchase order. If the payment due date is not otherwise specified in this purchase order, Buyer shall pay invoices within 60 days following receipt of a valid invoice. This purchase order may not be used for engagements with healthcare professionals, healthcare organizations or vendors contracting with healthcare professionals or healthcare organizations on Buyer's behalf unless accompanied by an appropriate contract between Buyer and Supplier (e.g., a master services agreement).

**2.3 Records.** Supplier shall maintain and retain complete and accurate records of information created, received or recorded on behalf of Buyer in the performance of Supplier's obligations under the Definitive Agreement. Supplier shall ensure that these records are protected from destruction or damage during the term of this purchase order and for three years thereafter or for a longer period of time as requested by Buyer and agreed to by Supplier. Buyer, or its authorized representatives, at Buyer's expense, shall be permitted to examine such records during regular business hours to ensure compliance with the terms of this purchase order. At Buyer's expense, Supplier promptly shall deliver to Buyer any records requested by Buyer.

**2.4 Shipping.** No charge shall be allowed for packing, crating, freight, express or other carrier's charges or cartage, unless designated on this purchase order. Supplier shall (a) properly pack, mark and ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Buyer instructs and (c) provide packing slips with each shipment that identify the Order Number, the Requester Name and the date of the shipment. The marks on each package and identification of the goods on packing slips and invoices must itemize the goods and enable Buyer to easily identify the itemized goods. Buyer's count shall be accepted as final and conclusive on shipments not accompanied by Supplier's itemized packing slip.

**2.5 Delivery.** Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in this purchase order or in any subsequent releases or instructions Buyer issues under this purchase order. Time is of the essence with respect to all delivery schedules Buyer establishes. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire order or that part of the same not so delivered. Delivery shall not be deemed to be complete and the risk of loss, damage or destruction shall be upon the Supplier until the goods have been actually received and accepted by Buyer, notwithstanding the place of F.O.B. or any agreement to pay freight, express or other transportation charges. No such loss, damage or destruction shall relieve Supplier of its performance obligation under this purchase order. Buyer shall not be responsible for and shall not be required to pay for any goods that are delivered without being specified in Buyer's delivery schedules or that exceed the quantities specified in Buyer's delivery schedules; nor shall Buyer be required to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Supplier shall be required to pay for any loss, damage or destruction of goods resulting from improper packing or marking and for packing, marking and shipping charges related to Buyer's return to Supplier of any goods that have been delivered without being specified in Buyer's delivery schedules or that exceed the quantities specified in Buyer's delivery schedules. Supplier bears the risk of loss, damage or destruction of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules and no such loss, damage or destruction shall relieve Supplier of its delivery obligations hereunder. In the event that Supplier fails to make timely delivery in accordance with this Section 2.4, Buyer shall be entitled to a setoff of any sums owing to Supplier in an amount equal to one percent of the value of the goods or services for which Supplier has failed to make delivery for each week, or portion thereof, that delivery of such goods or services is delayed.

### **3. SPECIFICATION, DESIGN AND SCOPE CHANGES**

Buyer may at any time request that Supplier implement changes to the specifications or design of the goods or to the scope of any services or work covered by this purchase order, but no change shall be effective, nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless Buyer issues a written order for such change. Changes that increase or decrease pricing shall be priced as mutually agreed to in writing, or absent written agreement, shall be reasonably based on Supplier's cost of production and time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Supplier shall work to resolve the disagreement in good faith; provided, however, that Supplier shall continue performing under this purchase order, including prompt implementation of changes required by Buyer, while Buyer and Supplier resolve any disagreement arising out of such changes.

### **4. ACCEPTANCE OF GOODS**

Acceptance of goods and services under this purchase order is subject to Buyer's inspection. Buyer shall have 30 days after receipt of the goods and services under this purchase order in which to inspect and accept or reject such goods and services. With respect to any latent defects in such goods or services, Buyer shall have 30 days after its discovery thereof to notify Supplier of such defects. Notwithstanding the foregoing, Buyer is not required to perform incoming inspections of any goods, and Supplier waives any right to require Buyer to conduct any such inspections. Supplier shall not substitute any goods for the goods covered by this purchase order unless Buyer consents in writing. Acceptance of any nonconforming deliveries under this purchase order shall not be deemed a waiver by Buyer of its right to require that any other future deliveries be in accordance with the terms of this purchase order. If Buyer rejects any goods as nonconforming, Buyer may, at its option, (a) reduce the quantities of goods ordered under this purchase order by the quantity of nonconforming goods, (b) require Supplier to replace the nonconforming goods, and/or (c) exercise any other applicable rights or remedies. If Supplier fails to inform Buyer in writing of the manner in which Supplier desires that Buyer dispose of nonconforming goods within 48 hours of notice of Buyer's rejection of nonconforming goods (or such

shorter period as is reasonable under the circumstances), Buyer shall be entitled to dispose of the nonconforming goods without liability to Supplier; provided, however, that in any event Buyer may elect to arrange for the shipment of any nonconforming goods back to Supplier at Supplier's expense. Supplier shall bear all risk of loss, damage or destruction with respect to all nonconforming goods and shall promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any nonconforming goods. Buyer's payment for any nonconforming goods shall not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Supplier of responsibility for the nonconforming goods.

## **5. TAXES**

It is understood that the purchase price herein is inclusive of any and all taxes and other governmental charges now imposed or hereafter becoming effective, upon the production, sale, shipment and use of the goods or services specified in this purchase order unless this purchase order sets forth such tax separately.

## **6. WARRANTIES**

**6.1 General.** Supplier warrants and guarantees to Buyer that the goods or services (a) shall conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Supplier or Buyer, (b) shall be merchantable, (c) shall be of good material and workmanship, (d) shall be free from defects, and (e) are fit and sufficient for the particular purposes intended by Buyer.

**6.2 Supplier's Qualifications and Licenses.** Supplier represents and warrants that: (a) Supplier and its employees are, and at all times shall be, qualified by training and experience with appropriate expertise to perform their obligations and (b) Supplier and its employees have, and at all times shall have, appropriate licenses, approvals and certifications necessary to perform safely, adequately and lawfully their obligations.

**6.3 Debarment.** Supplier represents and warrants to AstraZeneca that Supplier: (i) is not excluded, debarred, suspended or otherwise ineligible to participate in government healthcare programs or in government procurement or non-procurement programs and no debarment is pending or has been initiated; (ii) has not been charged with or convicted of a criminal offense that requires exclusion from a government healthcare program; and (iii) is not otherwise disqualified or suspended from performing the Services or subject to any restrictions or sanctions by any governmental or regulatory authority or professional body (an "**Ineligible Person**"). Supplier further represents and warrants that Supplier is not using, and will not in the future use, any employee who are an Ineligible Person in the performance of Services. Supplier shall immediately notify AstraZeneca in writing if Supplier or any employee is or becomes an Ineligible 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 Supplier or any employee an Ineligible Person.

**6.4 Noninfringement.** Supplier warrants that the goods or services covered by this purchase order shall not infringe on any patent, trademark, copyright, industrial design or other proprietary rights of, or constitute misuse or misappropriation of a trade secret of any third party.

## **7. INGREDIENTS AND HAZARDOUS OR BIOLOGICAL MATERIALS**

Prior to, and together with, the shipment of goods, Supplier shall furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous or biological material (including, without limitation, any tissues, cells, cell lines, organisms, blood samples, genetic material and other biological substances and materials) that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to comply with applicable law and to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of goods, containers and packing.

## **8. COMPLIANCE WITH LAW**

**8.1 General.** Supplier, and any goods or services supplied by Supplier, shall comply with all applicable law, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters,

public health, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the foregoing, Supplier covenants that neither Supplier nor any of its subcontractors shall use child, slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this purchase order. Upon Buyer's request, Supplier shall certify in writing its compliance with the foregoing and shall provide all permits, certificates and licenses that may be required for its performance under this purchase order. Supplier acknowledges that Buyer will rely upon the representations and warranties and, if applicable, certifications provided herein. In the event of Supplier's noncompliance with this Section 8, in addition to any other applicable rights or remedies, Buyer reserves the right to cancel and terminate this purchase order in whole or in part.

**8.2 Responsible Procurement.** Supplier recognizes AstraZeneca's commitment to work only with suppliers who embrace standards of ethical behavior consistent with AstraZeneca's Global Standard: Expectations of Third-Party Suppliers (<http://www.astrazeneca.com/Responsibility/Code-policies-standards/Our-global-policies>), as amended from time to time and in particular those principles in Section 1 headed "Anti-Bribery and Anti-Corruption" ("Supplier Expectations"). Supplier represents, warrants and undertakes that it: (i) will perform and operate its business in compliance with all applicable laws; (ii) has received and read AstraZeneca's *Code of Conduct*; (iii) shall perform this Agreement and operate its business to ethical standards consistent with those set out in the Supplier Expectations, as amended from time to time, and in particular those principles in the Section headed "Anti-Bribery and Anti-Corruption"; (iv) will not take any action that will cause AstraZeneca to be in breach of any 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; (v) shall not 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 the benefit of AstraZeneca; and (vi) shall use reasonable efforts to cause its affiliated companies, suppliers and subcontractors performing Services with AstraZeneca or AstraZeneca group of companies to operate their business in compliance with all applicable laws and in a manner consistent with the Supplier Expectations as amended from time to time.

In the event that Supplier fails to meet or maintain such ethical standards, the parties shall agree upon what measures should be taken by Supplier to improve Supplier's performance (the "Improvement Plan"). If the parties are unable to agree upon an Improvement Plan or Supplier does not implement the Improvement Plan within an agreed reasonable timescale (not to exceed twelve months), Buyer shall be entitled to terminate this purchase order with immediate effect and be relieved of any obligations under this purchase order.

**8.3 Trade Controls.** Company represents and warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Agreement will not violate applicable embargo regulations. AstraZeneca has the right, at AstraZeneca's sole expenses, to conduct screening checks on Company, including verification of Company'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 Company is an international sanctioned party or is in violation of embargo regulations, AstraZeneca may terminate this Agreement for breach as provided in Section 12.

**8.4 FD&C Act and Provisions Regarding Equal Employment Opportunity and Utilization of Small and Disadvantaged Business Concerns.** Without limiting the foregoing, (a) if the federal Food, Drug, and Cosmetic Act (the "FD&C Act") is applicable to any goods furnished under this purchase order, then for the purpose of Section 303(c) of the FD&C Act, Supplier hereby guarantees that the goods comprising each shipment or other delivery to Buyer as of the date of such shipment or delivery, shall not be adulterated or misbranded within the meaning of the FD&C Act, or within the meaning of any applicable state or local law in which the definition of "adulteration" and "misbranding" are substantially the same as those contained in the FD&C Act, as such laws are constituted and effective at the time of such shipment or delivery, and shall not be an article that may not under the provisions of the FD&C Act be introduced into interstate commerce; (b) if applicable, Supplier or Supplier's employees shall comply with all aspects of current good manufacturing practices (CGMP's) in accordance with Title 21 of the Code of Federal Regulations, when performing work on Buyer's sites; and (c) if applicable, Supplier shall comply with the requirements of 41 CFR 60-1.4 (affirmative action and EEO for women and minorities), 41 CFR 60-250.5(a) (affirmative action and EEO for certain classes of covered veterans), 41 CFR 60-300.5(a) (affirmative action and EEO for certain additional classes of covered veterans), 41 CFR 60-741.5(a) (affirmative action and EEO for certain classes of individuals with a disability), EO 13496

(employee notice of NLRA rights), 48 CFR 52.219-8 (utilization of small business concerns), and 48 CFR 52.219-9 (subcontracting plan regarding small business concerns), which are incorporated into this contract by reference (if applicable).

**8.5 Reporting Obligations.** Supplier recognizes Buyer's commitment to compliance with applicable state and federal laws and transparency principles. To that end Supplier acknowledges that payments made pursuant to this purchase order may be reported to government entities as required by law or as part of Buyer's transparency reporting.

## **9. INSURANCE**

Supplier shall maintain at its own expense appropriate insurance coverage in amounts adequate to cover its acts and omissions and as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Supplier shall furnish Buyer with either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this purchase order or certified copies of all insurance policies within ten days after Buyer requests such evidence. The certificate must provide that Buyer shall receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance shall not limit or release Supplier from Supplier's obligations or liabilities under this purchase order.

## **10. CONFIDENTIAL INFORMATION, TECHNICAL INFORMATION AND TITLE**

**10.1 Confidential Information.** Supplier acknowledges and agrees that it may have access to, or become acquainted with, Buyer's confidential information in order to provide the goods and services. For purposes of this purchase order, "Confidential Information" shall mean all confidential, proprietary information, property, or material of Buyer and any derivatives, portions, or copies thereof, including, without limitation, information resulting from or in any way related to (a) the goods or services; (b) Buyer's business practices, plans or relationships; and (c) any other information or material that Buyer designates as Confidential Information. Supplier shall keep all Confidential Information in strict confidence and shall not, at any time during or for five years after the expiration or earlier termination of this purchase order, without Buyer's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any item of Confidential Information to anyone. Supplier shall use the Confidential Information only in connection with the goods and services provided hereunder and for no other purpose.

Notwithstanding the obligations set forth above, Supplier may disclose Confidential Information to any of its employees or subcontractors who need to receive the Confidential Information in order to provide the goods and services, provided that Supplier shall ensure that, prior to disclosing the Confidential Information, each employee or subcontractor to whom the Confidential Information is to be disclosed is made aware of the obligations contained herein and agrees to undertake, in a manner legally enforceable by Buyer, to adhere to such terms of this purchase order as if they were a party to it.

**10.2 Disclosure of Information; Waiver of Claims.** Supplier acknowledges and agrees that any unpatented technical information that Supplier shall have disclosed to Buyer or may hereafter disclose to Buyer in connection with the goods or services covered by this purchase order, shall, unless otherwise specifically agreed in writing signed by the Buyer and the Supplier, be deemed to have been disclosed as part of consideration for this purchase order and Supplier agrees not to assert any claim against Buyer as the result of Buyer's use thereof.

**10.3 Title.** Supplier warrants full and unrestricted title to all goods and services furnished by Supplier under this purchase order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. All materials, any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks (collectively, "Inventions") created or prepared for Buyer, shall belong exclusively to Buyer. Supplier hereby assigns all Inventions to Buyer and its assigns, except for any works for hire that do not require an assignment to vest ownership in Buyer. All works of authorship, including, without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, that are created for or in the course of performing this purchase order

(separately or as part of any goods and components) are “works made for hire” as that term is used in the Copyright Act of 1976 and the sole property of Buyer. Buyer shall have the right, at Buyer’s option and expense, to seek protection for Inventions by obtaining patents, copyright registrations, trademark registrations or other recordations, registrations and filings related to proprietary or intellectual property rights. Supplier agrees at no charge to execute and to cause its employees to execute, such documents, including such further assignments, applications and conveyances and to supply such information as Buyer shall request, in order to permit Buyer to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world.

## **11. FORCE MAJEURE**

No delay or failure of performance by a party will be considered to be a breach if, and to the extent that, the delay or failure was caused by an occurrence or occurrences beyond that party’s control. The foregoing will not be considered to be a waiver of either party’s obligations under this purchase order, and as soon as such occurrence or occurrences cease, the party affected thereby will promptly fulfill its obligation

## **12. TERMINATION**

**12.1 Breach.** Buyer may terminate all or any part of this purchase order, without liability, except for goods or services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect or punitive damages) at any time if Supplier (a) repudiates, breaches, or threatens to breach any of the terms of this purchase order, including Supplier’s warranties or (b) fails to perform or threatens not to perform services or deliver goods in accordance with this purchase order. In addition, if at any time, reasonable grounds for insecurity arise with respect to Supplier’s timely and proper completion of the services or delivery of the goods under this purchase order and the Supplier does not provide adequate assurance to the Buyer with respect thereto, within seven days of receipt of a demand for such assurance from Buyer, then Buyer may, without liability, except for goods or services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect or punitive damages) terminate this purchase order or any part thereof.

**12.2 Convenience.** In addition to any other rights of Buyer to terminate this purchase order, Buyer may immediately terminate all or any part of this purchase order, at any time and for any reason, by notifying Supplier in writing. Upon such notice, Supplier shall terminate any work started under the purchase order and shall promptly advise Buyer of the quantities of applicable raw materials, work-in-process and finished goods on hand or purchased for this order prior to termination (“Contract Materials”) and of the most favorable disposition of all such raw materials, work-in-process and finished goods on hand. Supplier shall comply with Buyer’s instructions regarding disposition of such raw materials, work-in-process and finished goods on hand, which may include the purchase by Buyer of such raw materials, work-in-process and finished goods on hand. The purchase price therefore and, regardless of Buyer’s instructions, Buyer’s sole and exclusive liability to Supplier (without regard to the legal theory that is the basis for any claim by Supplier) in the event that this purchase order is terminated pursuant to this Section 12.2 shall be: (a) the contract price for all goods and services that have been completed in accordance with this purchase order as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the goods or services under this purchase order to the extent such costs are reasonable in an amount that are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this purchase order less (c) the reasonable value or cost (whichever is higher) of any Contract Materials used or sold by Supplier with Buyer’s written consent. In no event shall Buyer be required to pay for finished goods, work-in-process or materials that Supplier fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases. Payments made under this Section shall not exceed the aggregate price for finished goods and services that would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Within 60 days after the effective date of termination, Supplier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and shall thereafter promptly furnish any supplemental and supporting information Buyer requests. **THE FOREGOING STATES BUYER’S SOLE AND ENTIRE LIABILITY UNDER THIS SECTION 12.2 AND IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING FROM ANY SUCH TERMINATION HEREUNDER.**

**12.3 Insolvency.** Buyer may immediately terminate this purchase order without liability, except for goods or services previously delivered or accepted, (including, without limitation, any consequential, incidental, indirect, special or punitive damages) to Supplier in any of the following or any similar events: (a) insolvency of Supplier, (b) filing of a voluntary petition in bankruptcy by Supplier, (c) filing of any involuntary petition in bankruptcy against Supplier, (d) appointment of a receiver or trustee for Supplier, (e) execution of an assignment for the benefit of creditors by Supplier, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this purchase order, that are necessary for Supplier to meet its obligations under this purchase order.

**12.4 Counterfeiting.** Buyer may terminate this purchase order immediately by written notice to Supplier if Supplier or one of Supplier's employees is convicted of a crime involving pharmaceutical counterfeiting, diversion or illegal trade, or if there is sufficient evidence of Supplier's involvement in counterfeiting, diversion or illegal trade and the involvement was either knowing or the result of a failure to establish necessary preventative controls.

### **13. INDEMNIFICATION**

Supplier shall defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) caused by, arising from, relating to or in connection with: (a) any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Supplier (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Supplier; (b) the performance of any services by Supplier or its employees, agents, representatives and subcontractors on Buyer's premises or the use of the property of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer; (c) Supplier's breach of any representation, warranty or covenant of Supplier in this purchase order; and (d) Supplier's failure to perform under or failure to comply with any term of this purchase order applicable to Supplier. Supplier's indemnification obligations hereunder shall survive Buyer's acceptance of the goods and services and payment therefore.

### **14. CORPORATE INTEGRITY AGREEMENT REQUIREMENTS**

**14.1** Supplier agrees to ensure that any employee, agent, contractor or subcontractor of Supplier who is a "CIA Covered Person" shall abide by the applicable CIA requirements set forth in this Section. A "CIA Covered Person" is any person involved in providing the following services for Buyer in the US: (a) selling, detailing, marketing, advertising, promoting or branding Buyer's products; (b) preparation or external dissemination of promotional materials or promotional information about Buyer's products; (c) preparation or external dissemination of non-promotional materials governed by US federal healthcare program or FDA requirements; (d) contracting with healthcare professionals to conduct clinical trials or post-marketing studies relating to Buyer's products; (e) authorship, publication or disclosure to third parties of articles or study results relating to Buyer's products; or (f) activities relating to the submission of information to government-listed medical compendia. CIA Covered Persons do not include individuals who are engaged solely in the provision of technical or IT support or who work less than 120 hours per calendar year in the performance of CIA covered services.

**14.2 Notice of CIA Covered Persons.** Supplier shall provide the name, title, telephone number and email of any CIA Covered Person no later than 5 business days after an individual becomes a CIA Covered Person. Notice shall be sent to [Commercial.Operations@astrazeneca.com](mailto:Commercial.Operations@astrazeneca.com).

**14.3 Obligations of CIA Covered Persons.** Within 30 days of becoming a CIA Covered Person, a CIA Covered Person will be required to take a minimum of four hours of training and certify that he or she has received, read, understood and will abide by Buyer's Code of Conduct. The training and certification will be provided on Buyer's corporate learning management system, AZLearn. CIA Covered Persons are required to report promptly to the AstraZeneca Ethics Helpline any suspected or actual policy violations committed during the performance of CIA Covered Services. Any such report can be made, on an attributed or anonymous basis, by calling the Helpline at (866) 99 ETHICS or via the website [www.AZethics.com](http://www.AZethics.com).

**14.4 Screening.** Supplier shall ensure that all CIA Covered Persons are not excluded, debarred, suspended or otherwise ineligible to participate in federal healthcare or procurement programs by querying the GSA's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.sam.gov/>) and HHS's List of Excluded Individuals/Entities ([http://oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp)).

**15. ADVERSE EVENT REPORTING REQUIREMENTS.** An "Adverse Event" or "AE" is the development of an undesirable medical condition or the deterioration of a preexisting medical condition following or during exposure to a pharmaceutical product, whether or not considered causally related to the product. An undesirable medical condition can be symptoms (e.g., nausea, chest pain), signs (e.g., tachycardia, enlarged liver) or the abnormal results of an investigation (e.g., laboratory findings, electrocardiogram). Company Employees must complete an AstraZeneca AE reporting training program prior to providing Services, as well as on an annual basis or any additional training which may be required from time to time. Company on an ongoing basis, will review its compliance with AstraZeneca's Adverse Event training requirements and shall maintain records of successful AE training completion. In the event that Company and its Employees, during the course of performing Services, become aware of an Adverse Event involving any AstraZeneca product that is subject of this agreement, Company and its Employees are required to collect and submit within one business day, the appropriate information to AstraZeneca in accordance with AstraZeneca's policies, procedures, and any training provided by AstraZeneca. AstraZeneca is responsible for AE reporting to regulatory and government Authorities. Company shall maintain records of all AE reports received on source documentation or entered into any system used by the Company. Company will promptly notify AstraZeneca of any deviations from such training requirements or reporting process. AstraZeneca has the right to request that copies of such records be submitted to AstraZeneca within 24 hours.

## **16. MISCELLANEOUS**

**16.1 Notices.** Any notice or other written communication (including, without limitation, any order, agreement, amendment or consent) ("Notice") given hereunder shall be deemed given only if sent by (a) personal delivery; (b) confirmed facsimile; (c) commercial (including Federal Express) or U.S. Postal Service overnight delivery service; or (d) deposit with the U.S. Postal Service, mailed first class, registered or certified mail, postage prepaid and addressed to the parties at their respective addresses set forth on the face of this purchase order or to such other addresses at which notice of change shall have been given to the attention of the Buyer and Supplier representatives responsible for administering this purchase order. Notices shall be deemed delivered and to have been received upon the earliest to occur of (i) if sent by personal delivery, upon receipt by the party to whom such Notice is directed; (ii) if sent by facsimile machine, the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such Notice is directed) such Notice is sent if sent (as evidenced by facsimile confirmed receipt) prior to 5:00 p.m. U.S. Eastern Time, or the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such Notice is directed) after which such Notice is sent if sent after 5:00 p.m. U.S. Eastern Time; (iii) if sent by overnight delivery service, the first day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such Notice is directed) following the day the same is deposited with the commercial carrier or U.S. Postal Service; and (iv) if sent by first class mail, registered or certified, postage prepaid, the fifth day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such Notice is directed) following the day the same is deposited with the U.S. Postal Service.

**16.2 Consent to Communications.** Supplier hereby agrees that by providing its mailing address, e-mail address and/or facsimile number as set forth on the front of this purchase order, Supplier consents to receive communications sent by or on behalf of Buyer via direct mail, e-mail and/or facsimile to such addresses.

**16.3 Use of Name.** Supplier shall not mention or otherwise use Buyer's name (or any abbreviation or adaptation thereof) in any publication, press release, promotional material or other form of publicity without the prior written approval of Buyer in each instance.

**16.4 Relationship of the Parties.** Supplier and Buyer are independent contracting parties. Nothing in this purchase order makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

**16.5 Third-Party Beneficiaries.** The Supplier and Buyer agree that Buyer's affiliates shall have the rights of a third-party beneficiary of the provisions hereof relating to the rights of the Buyer and may enforce such



provisions as if it were party hereto.

**16.6 Definition of Payment.** As used herein, "payments" shall include all compensation, transfers of value, reimbursed reasonable expenses (such as meals, travel and lodging) and items of value provided that are necessarily incurred in the course of the bona fide services being provided under this purchase order (and any applicable Definitive Agreement), which may include, but is not limited to, occasional, modest meals where the provision of such meals is intended to facilitate the purpose of the engagement (e.g., the provision of a modest lunch by AstraZeneca catering vendors to on-site participants in an all-day research meeting held at AstraZeneca facilities).

**16.7 Setoff.** With respect to any monetary obligations of Supplier, or Supplier's affiliates to Buyer or Buyer's affiliates, Buyer may setoff such obligations against any sums owing to Supplier, or Supplier's affiliates by Buyer or Buyer's affiliates.

**16.8 Audit.** Upon Buyer's reasonable request, Supplier shall allow Buyer or (at Buyer's reasonable discretion) a designated third party to audit Supplier's premises, sites and records to verify Supplier's performance and processes in relation to the maintenance of appropriate ethical standards and appropriate product security and anti-counterfeiting measures in accordance with the requirements of this purchase order. Where Buyer requires the audit to be undertaken by a designated third party, Supplier agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Supplier. Supplier agrees that Buyer shall be entitled to review such audit report and all supporting documents in relation to the audit. 7

**16.9 Governing Law and Jurisdiction.** This purchase order shall be interpreted and performed in accordance with the laws of the State of Delaware without reference to its principles of choice of law. Each party hereby irrevocably and unconditionally submits for itself and its property, in any legal action or proceeding relating to or arising out of this purchase order, to the exclusive jurisdiction and venue of the Courts of the State of Delaware, the courts of the United States of America for the State of Delaware and appellate courts from any thereof, and agrees that any such action or proceeding may be brought in such courts.

**16.10 Severability.** The provisions of this purchase order shall be several. Invalidity or unenforceability of one provision shall not affect any other provision of this purchase order.

**16.11 Waiver.** Each party shall have the right to enforce the provisions of this purchase order in strict accordance with its terms. The failure of either party at any time to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom contrary to the specific provisions hereof or as having in any way modified or waived same, nor shall the waiver by either party of a breach of any provision of this purchase order constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Supplier's obligations under this purchase order. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this purchase order shall not constitute a waiver or release of, any rights and claims against Supplier arising out of, or relating to, any fraud or duress in connection with the formation of this purchase order or any breach or anticipatory breach of any previously existing contract between Buyer and Supplier (whether or not such previously existing contract related to the same or similar goods or subject matter as this purchase order).

**16.12 Assignment.** Supplier shall not assign its obligations under this purchase order without the prior written consent of Buyer. Buyer may assign its rights and obligations under this purchase order without Supplier's prior written consent.

**16.13 Amendment.** This purchase order may only be modified by a written contract amendment signed by an authorized representative of the Buyer and issued by Buyer. Further, if this purchase order is issued pursuant to a Definitive Agreement, such Definitive Agreement may only be modified by a written amendment signed by an authorized representative of the Buyer.

**16.14 Entire Agreement.** This purchase order, together with the Definitive Agreement, if any, pursuant to which this purchase order has been issued, and any specifications, attachments, exhibits, supplements or other terms of Buyer specifically referenced in this purchase order or such Definitive Agreement, constitutes

the entire agreement between Supplier and Buyer concerning the subject matter hereof and supersedes all prior oral or written representations, understandings and agreements with respect thereto. Notwithstanding any other document or record, whether in writing or electronic, relating hereto or to any Definitive Agreement pursuant to which this purchase order has been issued, the provisions of this purchase order and such Definitive Agreement, if applicable, shall govern and any conflicting, inconsistent, or additional terms contained in such other documents or records shall be null and void. In case of any inconsistency, ambiguity or conflict between the terms of this purchase order and the terms of any Definitive Agreement pursuant to which this purchase order has been issued, the terms of such Definitive Agreement shall control.