

**IONIS PHARMACEUTICALS, INC.
PURCHASE ORDER TERMS AND CONDITIONS**

The following **Purchase Order Terms and Conditions** (“**Terms**”) are an integral part of, and govern, the Purchase Order issued by Ionis Pharmaceuticals, Inc. or such of its affiliates as may be identified in the Purchase Order, including, but not limited to, Akcea Therapeutics, Inc. (“**Buyer**”), to you (“**Seller**”) (“**Buyer**” and “**Seller**” are collectively referred to herein as the “**Parties**”). Acceptance of the Purchase Order or Seller’s commencement of performance, whichever occurs earlier, will constitute acceptance of these Terms. In the event of a conflict between these Terms and any term on the face of the Purchase Order, the Purchase Order will govern.

1. **Agreement.** These Terms and the Purchase Order (together, the “**Order**”), together with any definitive signed written agreement between the Parties, is the final and entire agreement between Buyer and Seller for the purchase of the materials, supplies, items or equipment (the “**Goods**”) and/or services (the “**Services**”) specified therein. Seller may not modify or supplement the Order without the prior written agreement of Buyer, and any unauthorized modification or supplementation of the Order by Seller is hereby rejected and void. The Order will constitute the complete and exclusive statement of the terms and conditions between Buyer and Seller. Acceptance by Buyer of the Goods or Services will not constitute acceptance of any terms not accepted by Buyer in a signed writing. Notwithstanding the foregoing, if a definitive or master agreement covering procurement of the Goods and/or Services described in the Purchase Order exists between Buyer and Seller, the terms of such agreement will prevail over any inconsistent terms herein or in such Purchase Order. An Order may not be used for engagements with health care providers, health care organizations or vendors contracting with health care providers or health care organizations on behalf of Buyer unless such Order is accompanied by an appropriate contract between Buyer and Seller that is executed by each party’s authorized representative.
2. **Delivery.** Time is of the essence. Delivery must be made within the time stated on the Purchase Order. If delivery cannot be made within the stated time, Seller must give Buyer immediate notice and advise of the best possible delivery date. Buyer may elect expedited delivery at Seller’s cost. Buyer may either accept late delivery or cancel the Order in whole or in part without cost to Buyer.
3. **Transportation.** All Goods will be delivered DAP Buyer’s facility (Incoterms 2010) with shipping and insurance charges prepaid by Seller unless otherwise specified on the face of the Purchase Order. Risk of loss will pass to Buyer upon delivery to Buyer’s facility.
4. **Payment.** Payment will be due from Buyer net thirty (30) days from the date of Buyer’s receipt and acceptance of the Goods or Services specified in the Purchase Order and an invoice therefor. Buyer will not be obligated to make any payment for partial delivery hereunder unless authorized in writing by Buyer. Each invoice submitted by Seller will reference the Purchase Order number, and as applicable (i) identify the dates of Services and describe the Services performed as well as the time and fees associated with such Services, or (ii) identify the Goods. Invoices will be electronically submitted to Buyer in accordance with the instructions set forth on www.ionis.com/suppliers/ or as otherwise instructed by Buyer’s Accounts Payable Department. All other payment related communications should be sent to Buyer’s Accounts Payable department at AP@ionis.com. The Parties agree that no amount paid by Buyer under the Order is intended to be, nor will it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients; the purchase, lease or order of any Goods or Services from Buyer or any of its affiliates; or the recommending or arranging for the purchase, lease or order of any Goods or Services from Buyer or any of its affiliates.
5. **Warranty.** Seller represents, warrants, and covenants that:
 - (a) All Goods and Services furnished under the Order will conform to the terms, plans, drawings, samples or other specifications or descriptions, furnished by Buyer and/or advertised by Seller, and to high professional standards, of good material, workmanship and quality, free from defect and free of all liens. Seller will be liable and will reimburse Buyer for costs, losses or damages incurred as a result of any defects in the furnished Goods and Services and will hold Buyer harmless from any claims of third parties due to any defects in the

Goods and Services. To the extent transferable, any third-party warranties to Seller, together with Seller's service warranties and guarantees, will run to Buyer;

- (b) The sale or use of the Goods and Services delivered to Buyer in accordance with the Order will not infringe any U.S. or foreign patents, trademarks, or copyrights or constitute misappropriation of any trade secrets;
 - (c) In furnishing the Goods and/or Services to Buyer, Seller will comply with all applicable federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes and other standards, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any other anti-bribery laws, as applicable (such anti-bribery laws, collectively, the "***Anti-Bribery Laws***");
 - (d) Seller and Seller's employees, affiliates and agents have never been (A) debarred, or (B) convicted of a crime for which a person can be debarred, under subsection (a) or (b) of 21 U.S.C. § 335a, as amended, and Seller agrees that it does not now and will not in the future use in any capacity the services of any person debarred under subsection (a) or (b) of 21 U.S.C. § 335a, as amended. If during Seller's performance under the Order, Seller or any other person performing Services hereunder (x) becomes debarred or disqualified, or (y) receives notice of an action or threat of an action with respect to debarment or disqualification, Seller will immediately notify Buyer;
 - (e) If the Federal Food, Drug, and Cosmetic Act (the "***FD&C Act***") is applicable to the Goods furnished under the Order, then (i) as of the date of delivery to Buyer, the Goods are not adulterated or misbranded within the meaning of the FD&C Act, (ii) the Goods do not constitute or contain an article that may not be introduced into interstate commerce under applicable provisions of the FD&C Act, and (iii) the Goods will not be manufactured, sold or shipped by Buyer in violation of any applicable federal, state or local law. If applicable, the Goods specified in the Order will be manufactured in accordance with current good manufacturing practices ("***cGMPs***") in accordance with Title 21 of the Code of Federal Regulations. If the FD&C Act is applicable to any Services to be furnished under the Order, then such Services will be performed in material compliance with the FD&C Act and, if applicable, Seller and Seller's employees and contractors will comply with all cGMPs while performing work at Buyer's facility;
 - (f) If applicable, the Goods and/or Services specified in the Order will comply with (i) Good Clinical Practice ("***GCP***") in accordance with the International Conference on Harmonisation ("***ICH***"), Title 21 of the Code of Federal Regulations and local regulatory requirements, (ii) Good Laboratory Practice ("***GLP***") in accordance with Title 21 of the Code of Federal Regulations and local regulatory requirements, and (iii) Good Pharmacovigilance Practice ("***GVP***"), in accordance with European Medicines Agency ("***EMA***") Guidelines on Good Pharmacovigilance Practices Modules I-XVI and local regulatory requirements; in each case as applicable. If the foregoing regulations are applicable to the Goods and/or Services to be furnished under the Order, Seller's employees and contractors will comply with all applicable GCPs, GLPs and GVPs while performing work at Buyer's facility;
 - (g) Seller has adequate and appropriate controls to ensure the confidentiality, security and integrity of Confidential Information (as defined below) and to ensure that Confidential Information is not disclosed, accessed or used in violation of the Order;
 - (h) If Seller's employees and contractors perform any work at Buyer's facility under the Order, Seller's employees and contractors will comply with Buyer's policies; and
 - (i) Seller will immediately notify Buyer of any change in the accuracy of the representations, warranties and covenants in this Section 5.
6. **Rejections.** If any of the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, Buyer will have the right to reject or revoke acceptance, and return such Goods at Seller's expense for replacement, credit or cash refund, at Buyer's option. Buyer's approval of any design or specification furnished by Seller will not constitute a waiver by Buyer of Seller's obligations

hereunder. Nothing in this provision will be construed to limit any remedy Buyer may otherwise have under warranties, at law or in equity.

7. Consulting Services. If the Services involve consulting services, then the provisions of this Section 7 will apply:

- (a) *Non-Solicitation.* Seller agrees that until the Order is completed or terminated, and for one year thereafter, Seller will not attempt, directly or indirectly, to induce any employee of Buyer to terminate the employee's employment with Buyer.
- (b) *Previous Consulting Relationships.* Seller represents that Seller's performance of Services under, and compliance with, the Order will not breach any agreement to keep in confidence any proprietary information acquired by Seller in confidence from any third party prior to the date of the Order. Seller agrees not to bring to Buyer or to use in the performance of Services for Buyer any materials or documents of a present or former employer or client of Seller, or any materials or documents obtained by Seller under a confidentiality agreement with another entity, unless such materials or documents are generally available to the public or Seller has authorization from such present or former employer or client to possess and use such materials for such purpose.
- (c) *Consulting Period.* Subject to and without waiving the rights set forth in Section 14 (Termination) of these Terms, the duration of the period specified in the Purchase Order in which Seller may provide consulting services to Buyer may be extended only if both Parties agree to such extension in writing via a definitive agreement signed by the Parties or via a separate Purchase Order.
- (d) *Dispute Resolution.*
 - (i) Buyer and Seller agree to resolve by arbitration all disputes, claims or controversies ("**Disputes**"), past, present or future, whether or not arising out of the Order or its termination, that Buyer may have against Seller or that Seller may have against any of the following: (i) Buyer; (ii) Buyer's officers, directors, employees or agents; (iii) any Buyer subsidiary or affiliate, joint venture, or joint employer; (iv) Buyer's benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates and agents; and/or (v) all successors and assigns of any of the foregoing. The Disputes covered by this Section 7(d) include all disputes that Buyer or Seller could otherwise pursue in state or federal court including, but not limited to, Disputes based on any state, federal, or local statute, regulation or ordinance (including statutory Disputes alleging discrimination, retaliation, harassment, unpaid wages or violation of state or federal wage and hour laws), as well as common law Disputes (including Disputes alleging breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful discharge, defamation, misrepresentation, fraud, or infliction of emotional distress). Buyer and Seller anticipate that this Section 7(d) provides the benefits of a speedy, less formal, impartial, final and binding dispute resolution procedure.
 - (ii) To the maximum extent permitted by law, Seller hereby waives any right to bring on behalf of persons other than Seller, or to otherwise participate with other persons in, any class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).
 - (iii) The arbitration will be conducted by a single neutral arbitrator in accordance with the then-current Comprehensive Arbitration Rules & Procedures of JAMS, a copy of which may be available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. The arbitration will take place in San Diego, California. If Seller is an individual, Buyer will pay the arbitrator's fee and will bear all administrative charges imposed by JAMS. Both Parties will be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitrator will decide any disputes between the Parties regarding the nature or scope of discovery. The arbitrator will hear and issue a written ruling upon any dispositive motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues. After the hearing, the arbitrator will issue a written decision setting forth the award, if any, and explaining the basis therefor. The arbitrator will have the power to award any type of relief that would be available in court. The arbitrator's award will be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction. If there is conflict in the arbitration procedures set forth in these Terms and the JAMS rules specified above,

the JAMS rules will control. Notwithstanding the foregoing, and regardless of what the JAMS rules provide, the arbitrator will not have authority or jurisdiction to consolidate claims of different individuals or entities into one proceeding, nor will the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action. As noted above, Seller agrees to waive any right to bring any class, collective or representative action. To the extent that the class, collective or representative action waiver described above is not enforceable, the issue of whether to certify any alleged or putative class for a class action proceeding must be decided by a court of competent jurisdiction. The arbitrator will not have authority or jurisdiction to decide class certification, collective or representative action issues. Until any class certification, collective, or representative action issues are decided by the court, all arbitration proceedings will be stayed, and the arbitrator will take no action with respect to the matter. However, once any issues regarding class certification, collective, or representative action have been decided by the court, the arbitrator will have authority to decide the substantive claims.

(iv) This Section 7(d) will survive the expiration or earlier termination of the Order.

(e) *Affiliation.* Seller represents and covenants that they (i) are not a healthcare professional or healthcare organization; and (ii) are not affiliated with a department, agency or ministry of a U.S. or foreign government or a government-owned or government-controlled institute or facility (such as the U.S. Department of Veterans Affairs or the U.S. National Institutes of Health) (a “**Government Institution**”), or (iii) is affiliated with a Government Institution and will obtain, before accepting disclosure of Confidential Information or payment of any consulting fees, written permission signed by an authorized official from the Government Institution expressly stating that Seller may enter into this Order. The Government Institution(s) with which Seller is affiliated may have regulations or policies applicable to arrangements such as this, particularly with reference to the disposition of fees or the method or manner of payment. Acceptance of the Order or Seller’s commencement of performance, whichever occurs earlier, signifies that Seller is free to impart all information provided to Buyer pursuant to the Order without breach of any obligation that they may have to a third party.

(f) *Expenses.* Buyer may reimburse Seller for Buyer-approved reasonable travel and other out-of-pocket costs incurred in the course of performing the Purchase Order in accordance with Buyer’s expense reimbursement policy ([click here](#)).

8. **Indemnification.** Seller will hold harmless, defend, and indemnify Buyer, its affiliates, and their respective officers, directors, agents and employees against any and all losses, costs, expenses and damages, including but not limited to reasonable attorney’s fees, incurred as a result of any claim, suit, action, proceeding, arbitration or investigation brought by a third party (“**Claims**”), resulting from Seller’s negligence, intentional misconduct or breach of the Order, to the extent such losses, costs, expenses and damages are not the result of Buyer’s negligence, intentional misconduct or breach of the Order. Buyer will be entitled to participate in the defense of such Claims and to employ counsel to assist in such defense. Seller will not agree to any settlement of any Claim that includes an admission of liability on the part of Buyer or that imposes any obligation on or otherwise materially affects Buyer without Buyer’s prior written consent, which consent will not be unreasonably withheld. This Section will survive the expiration or earlier termination of the Order.

9. **Compliance with Laws.**

(a) *Transparency.* Seller acknowledges that Buyer may be required to comply with certain state and federal laws regarding transparency. Seller thus further acknowledges that payments made by Buyer to Seller pursuant to the Order may be reported to government agencies if required by applicable law.

(b) *Data Protection.* To the extent Seller furnishes to Buyer under the Order personal data of European Economic Area and/or United Kingdom residents, Seller and Buyer agree to be bound by the provisions of Appendix 1 (Data Protection) attached hereto and made a part of the Order. These provisions will survive the termination or expiration of the Order.

10. **Limitation of Liability.** BUYER’S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE ORDER IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE GOODS AND/OR SERVICES DESCRIBED IN THE ORDER. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW,

BUYER WILL NOT BE LIABLE UNDER THE ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidential Information. Any information disclosed by Buyer to Seller or developed by Seller during the performance of the Order will be treated by Seller as Buyer's confidential information ("**Buyer CI**"). Buyer CI will also include any information obtained by Seller through observation or examination while at Buyer's facilities. Seller will not disclose any Buyer CI to any third party or copy any Buyer CI, and will use Buyer CI solely for purposes of performing the Order. Seller will return to Buyer any Buyer CI in its possession at the expiration or any earlier termination of the Order. All Buyer CI will be and remain the sole and exclusive property of Buyer. The confidentiality obligations under this Section 11 will remain in effect during the term of the Order and for a period of five years thereafter. Seller will require any subcontractor engaged by it in accordance with the Order to agree to written obligations of confidentiality at least as restrictive as those set forth in this Section 11. This Section 11 is supplemental to, and does not replace or supersede, any Confidential Disclosure Agreement to which Buyer and Seller may be parties.

12. Inventions.

- (a) "**Invention**" means any invention or discovery, including without limitation, information, improvements, innovations, suggestions, ideas and reports, whether or not patentable, conceived or reduced to practice during the performance of the Purchase Order by one or more of Seller's employees or agents, alone or with others. The terms "conceived" and "reduced to practice" will be given the meaning of those terms as used and interpreted by U.S. patent law. Seller will notify Buyer promptly of any Invention. All Inventions will be the sole and exclusive property of Buyer. Seller also agrees, at Buyer's request and expense, to execute such documents and to take such other actions as Buyer deems necessary or helpful to obtain, maintain, or enforce patents on said Inventions in Buyer's name in the United States and elsewhere. This Section will survive the expiration or earlier termination of the Order.
- (b) All materials (and their contents, whether in electronic form or otherwise) developed or prepared by Seller under the Order will be the sole and exclusive property of Buyer. All writings (whether in electronic form or otherwise), reports, final reports, slides, posters, videotapes, deliverables, drawings, photographs, engineering drawings, sketches, models, sound recordings, audio visual recordings and other creative works prepared by Seller pursuant to the Order will be deemed to have been prepared for Buyer and will be considered as "works made for hire" and all rights and the copyrights therefore will be owned by Buyer. Seller hereby assigns to Buyer all right, title, and interest in and to said copyrights in the United States and elsewhere, including registration and publications rights, rights to create derivative works and all other rights that are incident to copyright ownership. If a court deems the foregoing assignment ineffective or restricted to a finite period of time, then Seller hereby grants to Buyer an exclusive, royalty-free, perpetual, worldwide, unrestricted license to reproduce, distribute, modify and otherwise use the works described in this Section.
- (c) This Section will survive the expiration or earlier termination of the Order.

13. Property Furnished by Buyer to Seller. Title to and the right of immediate possession of all property furnished by Buyer to Seller for use hereunder, including but not restricted to tooling, designs, patterns, drawings, and materials, will be and remain in Buyer. Such property will not be used in the production, manufacture or design of any other articles for Seller or for any other purchaser or for manufacture or production of larger quantities than those specified herein, except with express written consent of Buyer. All such property supplied by Buyer will be segregated by Seller in Seller's facility and, wherever possible, clearly marked so as to be easily identified as Buyer's property. Seller will be fully responsible for all such property upon delivery to Seller until redelivery thereof to Buyer and will protect, preserve, and maintain such property in accordance with sound industrial practices. Seller will keep an inventory of all such property in its possession which is furnished by Buyer or which becomes the property of Buyer and will furnish copies of such inventories to Buyer as may be required. At the completion or termination of the Order, all such property together with all excess materials will be disposed of pursuant to Buyer's instructions. If such property is damaged or made unfit for its intended use, except for reasonable wear and tear or for the authorized use of the property in accordance with the provisions of the Order,

Buyer's cost of replacement thereof is to be paid by Seller.

- 14. Termination.** Buyer may (subject to Section 14(a), 14(b), and 14(c)) terminate work under the Order, in whole or in part, by written or e-mail notice to Seller. Upon such notice, Seller will deliver to Buyer any work product that exists and will, as to the terminated portion of the Order, stop work immediately, notify approved subcontractors (if any) to stop work, and protect property in Seller's possession in which Buyer has or may acquire an interest.

(a) Buyer may cancel, amend or modify the Order if Seller breaches any of the terms and conditions in the Order or fails to progress its performance adequately. The exercise by Buyer of the rights set forth hereunder will not constitute a waiver by Buyer of any other claim or right, whether existing by contract, by law or otherwise. Buyer may seek all remedies for breach and will not be precluded from recovering any type of damages available in an action for breach.

(b) Buyer may terminate the Order or any portion thereof at any time for its convenience. Upon such termination, Seller will immediately stop all work under the Order and will immediately cause its suppliers or subcontractors performing work under or related to the Order to cease such work. Seller will be paid a reasonable termination charge consisting of a percentage of the Order price reflecting the percentage of work satisfactorily performed prior to the notice of termination, plus reimbursement for Seller's actual costs incurred up to and including the date of termination that are properly allocable to or apportionable under recognized accounting practices to the terminated portion of the Purchase Order, including non-cancellable liabilities to subcontractors that are so allocable, but excluding any charge for interest or any materials that Seller may be able to reallocate to other customers. The total amount to be paid to Seller hereunder will not exceed the total amount that would have become due had Seller completed and Buyer accepted the Order. Buyer will have no further payment obligation related to the termination. Seller will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors that Seller could reasonably have avoided.

(c) Buyer may terminate the Order if Seller becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Seller under the U.S. Bankruptcy Code (except for involuntary petitions that are dismissed within 60 days of filing), or has a receiver or trustee appointed for substantially all of its property. In such event Buyer will have no liability for lost profits.

- 15.** If applicable, during the performance of the Order, Seller will comply with section 60-1.4 of Title 41 of the Code of Federal Regulations (41 C.F.R. § 60-1.4).

- 16. Inspections and Audits.** Seller will provide (and will cause its subcontractors to provide) to Buyer and Buyer's designee(s) access at all reasonable times and after reasonable notice (except in the case of an audit by a government authority) to the facilities, standard operating procedures, data and records of Seller and its subcontractors, in each case relating to the Goods or Services provided hereunder and Seller's performance under the Order, for the purposes of determining if Seller is furnishing the Goods or Services in accordance with the terms of the Order and applicable regulations. Seller will, at no cost to Buyer, provide reasonable assistance, including making its personnel available to facilitate such audits, and take all reasonable steps required by Buyer to cure any deficiencies found in such audits. This Section will survive the expiration or earlier termination of the Order.

- 17. Miscellaneous.**

- (a) Seller will perform under the Order on a professional basis and as an independent contractor, and during the performance under the Order, Seller's employees and agents will not be considered employees of Buyer within the meaning or the applications of any federal, state or local laws, rules or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. Seller's personnel (including, without

limitation, any Seller agents) who are to perform under the Order will be under the employment, and ultimate control, management and supervision of Seller. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between Buyer and Seller, and neither party will have the right, power or authority to obligate or bind the other in any manner whatsoever.

- (b) Seller will not have the right to assign, or subcontract any or all of the performance of the Order to any third party, without Buyer's prior written consent. The Order will be binding upon Seller and its permitted successors and assigns, and will inure to the benefit of Buyer and its successors and assigns.
- (c) Seller will maintain a policy of insurance or self-insurance at levels sufficient to cover the obligations and/or liabilities assumed under the Order. Seller will provide evidence of its insurance if requested by the Buyer. This Section will survive the expiration or earlier termination of the Order.
- (d) All notices required or permitted under the Order will be deemed to have been given when successfully transmitted by e-mail to a valid email address for Seller and no error message has been returned within one hour of transmission, or, if mailed, on the fifth business day following the date deposited in the mail, or if sent by receipted express delivery service, on the business day following deposit with such service. All notices sent by mail to Buyer will be sent to Ionis Pharmaceuticals, Inc. at 2855 Gazelle Court, Carlsbad, CA 92010 to the attention of Purchasing, and to Seller at its address as set forth in the Order, or at such other address as either party may designate in writing to the other party.
- (e) Seller is not permitted to use the name of Buyer in any publicity, advertising or public announcement concerning the Order or the subject matter of the Order without the prior express written consent of Buyer.
- (f) The Order is divisible and separable. If any provision of the Order is held to be or becomes invalid, illegal or unenforceable, such provision or provisions will be reformed to approximate as nearly as possible the intent of the Parties, and the remainder of the Order will not be affected thereby and will remain valid and enforceable to the greatest extent permitted by law.
- (g) The failure of Buyer to insist upon strict performance of any provision of the Order or to exercise any right hereunder will not constitute a waiver of that provision of or right under the Order or of any other provision of or right under the Order.
- (h) No delay or failure of performance by a party hereto 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 reasonable control, without such party's negligence and which by its nature could not have been foreseen by such party or, if foreseeable, was unavoidable ("**Force Majeure Event**"). Raw material price increases, unavailability of raw materials, labor disputes, Seller's economic hardship or changes in market conditions will not be deemed Force Majeure Events. The party prevented from or delayed in performing as a result of a Force Majeure Event will promptly provide written notice to the other party of such Force Majeure Event and will use commercially reasonable efforts to minimize the effects of the Force Majeure Event and resume performance under the Order. The party affected by the other party's delay may elect to suspend performance under the Order and extend the time for performance for the duration of the Force Majeure Event or cancel all or any part of the unperformed part of the Order.
- (i) The Order and any disputes arising thereunder or related thereto will be governed by the laws of the State of California, without regard to its conflict of law principles, and the Parties to the Order hereby submit to the jurisdiction and venue of the California courts, both state and federal.
- (j) Any obligations that expressly or by their nature extend beyond the expiration or termination of the Order will survive the expiration or termination of the Order.

Appendix 1

DATA PROTECTION

For all Orders related to the collection and processing of data from citizens and residents of the European Economic Area and/or the United Kingdom, Seller and Buyer agree to be bound by the following provisions (and for the purposes of this Appendix 1, the following definitions will apply):

“**controller**” shall be interpreted in accordance with the Data Protection Laws;

“**processor**” or “**data processor**” shall be interpreted in accordance with the Data Protection Laws;

“**data subject**” shall be interpreted in accordance with the Data Protection Laws;

“**Data Protection Laws**” means (a) Regulation (EU) 2016/679; (b) the United Kingdom Data Protection Act of 2018 (“UK GDPR”); and (c) other applicable laws concerning the processing of data relating to identifiable living individuals, in each case as amended or replaced from time to time;

“**Relevant Personal Data**” is Personal Data of which Buyer is a controller and which is processed by processor in connection with the performance under the Order;

“**personal data**” shall have the meaning giving by the Data Protection Laws;

“**process(ing)**” shall have the meaning giving by the Data Protection Laws;

“**Security Incident**” shall have the meaning of a “personal data breach” given by the Data Protection Laws and be an actual incident that compromises the privacy, security, confidentiality and integrity of the Personal Data.

1. **Role of Data Processor.** Seller may process Relevant Personal Data. Seller and Buyer agree that Seller will be the processor of the Relevant Personal Data (“**Data Processor**”) and Buyer will be the controller of the Relevant Personal Data (“**Controller**”).

2. **Processing of Data.** **Data Processor** will appoint a contact person responsible for data protection issues. **Data Processor** will only process Relevant Personal Data (a) in accordance with Buyer’s instructions or as otherwise set out in this Agreement; and (b) to the extent reasonably required to enable **Data Processor** to perform the Order, perform its other obligations, and exercise its rights, in each case in connection with the Order. If **Data Processor** is restricted from processing data as instructed by Buyer or as reasonably required to perform under this Order by an EU or EU Member State law to which the **Data Processor** is subject, **Data Processor** will inform Buyer of this legal restriction before the processing begins, unless prevented from doing so by law.

3. **Data Protection Measures.** **Data Processor** will consider the current state of the art in technology, the nature of the data stored and the risks to which such data are exposed, and will implement appropriate technical and organizational security measures to protect Relevant Personal Data against unauthorized or unlawful access or processing, as well as to protect against accidental loss or destruction of, or damage to, Relevant Personal Data. **Data Processor** will ensure that subject data is encrypted when transmitted over a public network or stored on portable electronic media. **Data Processor** will also ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. **Audits.** **Data Processor** must assist Buyer in ensuring compliance with the data protection obligations under the Data Protection Laws, taking into account the nature of processing and the information available to the **Data Processor**. **Data Processor** will make available to Buyer all information necessary to demonstrate compliance with the obligations set forth in the Order, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor selected by Buyer. **Data Processor** will allow such auditor access to the relevant premises used in connection with the processing of Relevant Personal Data for the purpose of conducting such audit, and **Data Processor** will, upon request of Buyer in writing, provide such auditor with a written description of the technical and organizational measures used by **Data Processor** for the processing of Relevant Personal Data. Further, **Data Processor** will notify Buyer immediately upon receiving any request by an applicable regulatory authority to inspect or to have access to

documents related to this Agreement, and to the extent allowed by applicable law, allow Buyer's representatives to be present at any such inspection to provide comment and review. **Data Processor** will provide Buyer copies of relevant materials, correspondence, statements, forms, and records which **Data Processor** receives, obtains, or generates pursuant to any such inspection that relate to this Agreement or that affect **Data Processor's** ability to comply with its obligations under this Agreement.

5. **Compliance with Law.** **Data Processor** represents and warrants that it maintains a suitable written data protection and privacy policy designed to ensure compliance with applicable Data Protection Laws. **Data Processor** will, upon reasonable written request of Buyer, provide Buyer with a copy of the data protection and privacy policy.

6. **Reporting of Breach.** **Data Processor** will notify Buyer, as soon as reasonably practicable, and not later than 72 hours after becoming aware of any Security Incident affecting its processing of Relevant Personal Data.

7. **Data Subject Rights.** **Data Processor** acknowledges that data subjects whose Personal Data are processed pursuant to this Agreement, have the right to be provided certain information on the processing of their Personal Data, the right to request access to such Personal Data, and the rights to request correction or erasure of their Personal Data, the rights to object or restrict aspects of the processing of their Personal Data, and the right to have their Personal Data ported to themselves or another controller in a machine readable format, all rights exercisable under conditions established by Data Protection Laws, to the extent that the exercise of these rights do not interfere with the clinical integrity of a clinical study. Any such requests received by the **Data Processor** will be forwarded to Buyer as soon as reasonably practicable, and not later than 72 hours after **Data Processor** becomes aware of the request. Taking into account the nature of the processing, **Data Processor** will assist Buyer through appropriate technical and organizational measures, insofar as this is possible for the fulfillment of Buyer's obligation to respond to requests for exercising the data subjects' rights outlined in this Section 7.

8. **Assignment and Subcontractors.** **Data Processor** will not be entitled to assign execution of tasks connected with this Appendix to a subcontractor without Buyer's prior written consent. Where a subcontractor(s) is appointed, the same data protection obligations as set out in this Agreement will be imposed on the subcontractor(s) by way of a written agreement, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Law. Where the subcontractor(s) fails to fulfil its data protection obligations, **Data Processor** will remain fully liable to Buyer.

9. **Transfer of Data.** **Data Processor** will not transfer Relevant Personal Data outside the European Economic Area or United Kingdom (other than to **Data Processor's** employees accessing such Relevant Personal Data remotely in the performance of the Order) without Buyer's prior written consent, which shall include but is not limited to a statement of work or change order, unless: (a) there has been a finding of adequacy by the appropriate regulatory authority (e.g.; the European Commission in accordance with GDPR Article 45) in respect of that country); (b) Buyer and the **Data Processor** have entered into standard contractual clauses for the transfer of personal data to processors or controllers established in third countries; or (c) the data subject(s) has provided consent to such transfer in accordance with applicable Data Protection Laws (e.g.; GDPR Article 49).

10. **Indemnification.** **Data Processor** shall indemnify, defend and hold harmless controller, its affiliates and its and their respective directors, officers, employees and agents (each, an "**Indemnitee**") from and against any and all losses, damages, liabilities, fines, reasonable attorneys' fees, court costs and expenses (collectively, "**Losses**"), resulting or arising from any third-party claims, actions, proceedings, investigations or litigation ("**Claims**") relating to or arising from a breach of the obligations set forth in this Appendix.

11. **Destruction of Data on Termination.** Upon receipt of Buyer's written instructions, expiration of the Order, or earlier at Buyer's demand, Data Processor will delete/destroy all Relevant Personal Data in a manner compliant with applicable laws or, if none, compliant with Buyer's instructions, except to the extent that retention is required by applicable law.