

GENERAL CONTRACT TERMS FOR PURCHASE OF GOODS AND/OR SERVICES

The following are the terms and conditions on which **Fujifilm** (as defined below) will purchase the Goods and/or Services (each as defined below) from the company or individual to whom Fujifilm issues an Order (as defined below) ("Supplier").

1. Definitions and Interpretation

1.1 In the Contract the following expressions have the following meanings:

Affiliate: in relation to an entity, each or any entity who for the time being, that directly or indirectly through one of more intermediaries, Controls, is Controlled by or is under common Control with such entity. "**Control**" means:

- (a) holding the majority of the voting rights or share capital of such entity;
- (b) any power (whether direct or indirect and whether by the ownership of share capital, the possession of voting power, contract, or otherwise) to appoint and/or remove all or such of the members of the board or other governing body of a body corporate as are able to cast the majority of the votes capable of being cast by members of that board or body on all, or substantially all, matters; or
- (c) otherwise to control or have the power to control the policies, management and affairs of that body corporate,

and "**Controlled**" and "**Controlling**" shall be construed accordingly.

Applicable Laws: applicable laws, statutes, regulations, codes and guidance from time to time in force that relate to either party, the Contract and/or the Goods and/or Services.

Background IPR: any Intellectual Property Rights owned by or in the possession of a party (and to which that party has the necessary rights): (a) at the date of the Contract; or (b) thereafter acquired or developed independently by a party other than in the course of the performance of the Services and without reference to any information of the other party.

Business Day: a day other than a Saturday, Sunday or public holiday in the country in which Fujifilm's head office is located (or, in respect of an Ordering Affiliate, the country in which the applicable Ordering Affiliate's head office is located) or the country in which Supplier's head office is located.

Business Partner Code of Conduct: Fujifilm's *Business Partner Code of Conduct* (as may be

updated from time to time), found at the following URL link (as may be updated from time to time): <https://fujifilmbiotechnologies.fujifilm.com/about/business-integrity/>

cGMP: Current Good Manufacturing Practice principles and practices, including Data Integrity, applied to the manufacture of pharmaceutical materials as supported by the following, as applicable to the Goods and Services provided as defined in (i) the Federal Register volume 66 No 186 and those sections applicable within the FDA Regulations 21 CFR Part 11, 210, 211, 600, 601,610 and 820 and ICH Q7 and, if applicable, 21 CFR Part 4 (ii) the rules governing medicinal products in the European Union and the United Kingdom. Eudralex Volume 4 – Guidelines for good manufacturing practices for medicinal products for human and veterinary use including Part I – Basic Requirements for Medicinal Products, Part II – Basic Requirements for Active Substances used as Starting Materials, Part III GMP related documents, Annexes and Part IV GMP requirements for Advanced Therapy Medicinal Products, as applicable to the Product manufactured; (iii) United Kingdom Human Medicines Regulations 2012 (HMR, SI 2012/1916, as amended), Guidelines on Good Manufacturing Practice, Parts and Annexes as EudraLex, Volume 4 above; (iv) ISO Accredited Quality Management Systems or federal regulations for the manufacture of pharmaceutical materials and (v) any practices regulations and guidelines relating to manufacturing practices for pharmaceutical products (including ingredients, testing, storage, handling, intermediates, bulk and finished products) issued by any competent authority having jurisdiction in respect of either the parties or the provision of the Goods and/or Services, as included in the Technical Quality Agreement as may be updated, supplemented or amended from time to time.

Confidential Information: any information or matter which is not in the public domain and which relates to the affairs of either party, its parent, subsidiary or associated companies or its customers, the Goods, the Services or the Contract.

Contract: collectively, the Order, the Technical Quality Agreement, these general contract terms for purchase of Goods and/or Services

and any other document incorporated by the Order, which shall apply in the order of precedence stated here, to the extent of any conflict arising.

Deliverables: all documents, outputs and materials developed or provided by Supplier or its Staff, agents, subcontractors or personnel pursuant to the Services (including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, reports and specifications).

Delivery Date(s): the date(s) for delivery of the Goods or the dates/time period for performance of the Services as set out in the Order or as otherwise agreed by the parties in writing.

Delivery Address: the location for delivery of the Goods or performance of the Services as set out in the Order or as otherwise agreed by the parties.

Export/Import Laws: (i) any laws, regulations or restrictions of the United States of America, Japan, the United Kingdom, the European Union or any of its Member States that relate to the control of (re)export, transfer or import of Goods and/or the provision of Services; and (ii) any other (re)export or import laws, regulations or restrictions imposed or adopted by any government, state or regulatory authority in a country in which obligations under the Contract are to be performed.

Foreground IPR: all Intellectual Property Rights that arise or are obtained or developed by or on behalf of any party in the course of the performance of the Services including Intellectual Property Rights in Deliverables.

FUJIFILM: whichever of the following entities issues an Order for Goods and Services under this Contract:

- FUJIFILM Diosynth Biotechnologies UK Limited (incorporated and registered in England and Wales with company number 05803359 whose registered office is at Belasis Avenue, Billingham, TS23 1LH) ("FLBK");
- FUJIFILM Diosynth Biotechnologies Denmark ApS (CVR no. 26060702 whose registered office is at Biotek Alle 1, 3400 Hillerød, Denmark) ("FLBD");
- FUJIFILM Diosynth Biotechnologies U.S.A., Inc. (incorporated in Delaware whose registered office is at 101 J. Morris Commons Lane, Morrisville, NC 27560 USA) ("FLBU");
- FUJIFILM Diosynth Biotechnologies Texas, LLC (a Texas limited liability company whose registered office is at 100 Discovery Drive, College Station, TX 77845 USA) ("FLBT"); or

- FUJIFILM Diosynth Biotechnologies North Carolina, Inc. (incorporated in Delaware whose registered office is at 100 Biotechnology Avenue, Holly Springs, NC 27540) ("FLBN").

Goods: the goods (including software and other technology), if applicable, or any part of them, to be provided by the Supplier under the Contract and as more particularly described in the Order.

Intellectual Property Rights: any current and future intellectual property rights and interests including all know-how, inventions, discoveries, devices, data, trademarks, service marks, trade names, design rights, copyright (including rights in software), patents and patent applications, database rights, results, formulations, compounds, rights in biological or chemical materials, rights under data exclusivity laws, rights under unfair competition laws, rights in confidential information, supplementary protection certificates and any rights or property similar to any of the foregoing in any part of the world whether registered or not registered together with the right to apply for the registration of any such rights, and all rights or forms of protection having equivalent or similar effect, in any part of the world.

Order: Fujifilm's order in respect of the Goods and/or Services, which may be issued as a purchase order or as an electronic record - in which case an order number will be issued - and shall include (where applicable) any Specification and/or other documents referred to therein.

Price: the price to be paid for the Goods and/or Services by Fujifilm as set out in the Order.

Procurement Policy: FUJIFILM Holdings Procurement Policy (as updated from time to time) found at the following URL link (as may be updated from time to time) <https://www.fujifilm-holdings.com/en/sustainability/vision/pro-cure.html>

Sanctions: any economic, financial, trade or other sanctions, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services or equivalent measure imposed by (a) the Security Council of the United Nations; (b) the Organization for Security and Co-operation in Europe; (c) the United Kingdom; (d) the European Union; (e) any Member State of the European Union; (f) the United States of America; (g) Japan; (h) the governments and official institutions or agencies of any of paragraphs (a) to (g) above; and (i) any other regulatory body imposing or enforcing sanctions legislation in any country or territory from which or into which the Supplier is exporting or importing.

Services: the services (including any Deliverables) detailed in the Order or which are ancillary to the supply of Goods.

Specification: the specification, description, scope of work of the Goods and/or Services, including any plans, drawings, designs, data, technical specifications or other information appended or referred to in the Order.

Staff: all persons employed or engaged (including contractors) by Supplier (or by any sub-contractor of Supplier) who are involved in the provision of Services.

Technical Quality Agreement: the document agreed by the parties that sets out the mutually agreed quality standards applicable for any cGMP activity undertaken pursuant to the Contract.

Warranty Period: in respect of Goods which are raw materials or intended for single use, the period until the later of the date (i) given by the manufacturer as the use by or expiry date of such Goods or (ii) twelve months after the date such Goods are delivered, and in respect of all other Goods, the period of twelve months commencing on the date such Goods are delivered or, if later, installed.

1.2 In the Contract, any phrase introduced by the term "include", "including", "in particular", "for example" or any similar expression will be construed as illustrating, and will not limit the sense of the words preceding that term.

1.3 In the event of any conflict between these general contract terms, the Order, the Procurement Policy, the Business Partner Code of Conduct and the Technical Quality Agreement, the general contract terms will take precedence over the Order and the Procurement Policy unless an Order specifically varies a provision of these general contract terms or the Procurement Policy by reference to the provision it is amending in which case the Order shall take precedence in that instance; and in relation to cGMP quality matters the Technical Quality Agreement shall take precedence over the general contract terms, the Procurement Policy, the Business Partner Code of Conduct and the Order.

2. Basis of Contract

2.1 The Contract forms the entire agreement between Fujifilm and Supplier relating to the Goods and/or Services. It replaces and supersedes any previous proposals, correspondence, understanding or other communications between the parties whether written or oral and prevails over any general terms and conditions submitted by Supplier after the Order has been

placed, to the extent the parties have not entered into a written purchase or service agreement duly signed by authorized representatives of the applicable Fujifilm entity and Supplier ("Written Purchase/Service Agreement"). A Written Purchase/Service Agreement shall only bind the Fujifilm entity who signed such Written Purchase/Service Agreement, except to the extent the Written Purchase/Service Agreement expressly governs Goods and/or Services purchased by one or more other Fujifilm entities.

2.2 The Order shall be deemed to be accepted on the earlier of Supplier issuing a written acceptance of the Order, or Supplier commencing fulfillment of the Order, at which point the Contract shall come into effect and shall continue until the earlier of the date on which all the Goods and/or Services have been delivered or the date the Contract is terminated in accordance with its terms.

3. Supply of Services

3.1 Supplier represents and warrants that the Services will conform in all respects with the Contract and shall be performed (i) to the highest standard, with all due skill and care, in a good and workmanlike manner (ii) where required by Fujifilm in relation to an Order, in accordance with cGMP and the Technical Quality Agreement and (iii) in accordance with all Applicable Laws.

3.2 Without prejudice to Fujifilm's other rights and remedies, Supplier shall, free of charge and at Fujifilm's option either: within the timescale reasonably required by Fujifilm, re-perform any Services (including re-delivery of applicable Deliverables and Goods which form part of those Services) which do not meet the standards required by the Contract; or refund all sums paid by Fujifilm in respect of such Services.

4. Supply of Goods

4.1 Supplier represents and warrants that the Goods will conform in all respects with the Contract and shall (i) correspond with the Specification or otherwise be capable of any required standard of performance and correspond to their description (ii) be of the best available design, quality, material and workmanship and of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Fujifilm (expressly or by implication) (iii) be defect free and remain so for the Warranty Period (iv) where required by Fujifilm in relation to an Order, compliant with all requirements of cGMP and the Technical Quality Agreement; and (v) comply with and have been manufactured and delivered in accordance with all Applicable Laws.

- 4.2 Without prejudice to Fujifilm's other rights and remedies, Supplier shall promptly, free of charge and at Fujifilm's option, either: replace; repair; or refund Fujifilm for, Goods that are found to be defective or which do not comply with clause 4.1 (and Goods that have been delivered in damaged packaging shall be deemed to be defective under clause 4.1 and Fujifilm shall be entitled to reject them immediately). Clause 4.1 shall apply to any Goods that are replaced or repaired except that the Warranty Period shall be deemed to commence on the date that the Goods are replaced or repaired.
- 4.3 If Fujifilm rejects the Goods during the Warranty Period Supplier is responsible for promptly collecting those rejected Goods (including de-installation of the Goods if such Goods were installed by Supplier) and if Supplier does not collect the Goods within the timeframe required by Fujifilm, then Fujifilm may return the rejected Goods at Supplier's risk and expense (including the cost of de-installation of the Goods if such Goods were installed by Supplier).
- 4.4 The Goods shall be supplied together with all applicable user and safety documentation (written in English).
- 4.5 The following shall apply to any Supplier of 1) cGMP materials or products that will be used by Fujifilm in manufacturing; 2) wood pallets; and/or 3) non-cGMP materials or products whereby Fujifilm has previously notified Supplier to comply. Any shipment to a Fujifilm site or location using wood pallets shall only be done if the wood pallets meet the following criteria:
 - 4.5.1 Certified heat-treated wood pallets, in accordance with the International Standards for Phytosanitary Measures (ISPM) 15 "Regulation of Wood Packaging Materials in International Trade", developed by the International Plant Protection Convention (IPPC), as amended; provided, however, that nothing herein or therein shall permit the use of any chemical on wood pallets to be supplied to Fujifilm.
 - 4.5.2 No additional chemical treatments have been used on such wood pallets, including, but not limited to Methyl Bromide.
 - 4.5.3 Contain the heat-treatment certification (stamped "HT"), the country of origin two-letter designator, the regional identifier, and a registration number in accordance with ISPM, and such stamp, designator and number will be located on the wood pallets to be supplied to allow Fujifilm to visually inspect the wood pallet, upon receipt.
5. **Staff**
 - 5.1 Supplier shall ensure that the Staff possess suitable skills and experience.
 - 5.2 Supplier shall ensure that any Staff requiring admission to Fujifilm's premises shall comply with all Applicable Laws and all applicable procedures and policies of Fujifilm whilst on Fujifilm's premises and undertake all training allocated to them as Fujifilm considers necessary in respect of being on its premises and working with its employees.
 - 5.3 This clause 5.3 applies only to the extent Services are being performed on-site at a Fujifilm facility in the United States. Supplier hereby agrees that, before starting an assignment with Fujifilm, any Staff providing Services and/or Deliverables under this Agreement shall have cleared a Supplier-administered pre-employment background check at its expense, including but not limited to identity validation, a criminal background check, absence of appearance on the HHS/OIG/GSA EPLS Lists of Excluded Individuals/Entities (Medicare and Medicaid excluded lists), all in compliance with the Fair Credit Reporting Act and applicable federal and state anti-discrimination laws. Supplier will perform any additional background checks and/or drug testing/screenings as Fujifilm may reasonably request from time to time, at Supplier's expense, and subject to applicable law. At Fujifilm's request, Supplier shall provide written verification/attestation of successful completion of such background checks and/or testing/screenings (Supplier shall not provide Fujifilm with the specific results received), and Supplier shall maintain appropriate files and documentation related thereto for the period of time required by applicable law or regulation. Without limiting the foregoing, the background check shall include a felony search, federal criminal search, seven (7-) year previous employment verification, education verification, office of foreign assets control, fraud and abuse search, identification on the Food and Drug Administration sanctions list, social security verification, national sex offender registry search, Department of Justice website search, and national criminal file search. In the event of a suspected breach of this Section, Supplier agrees to make available to Fujifilm copies of records to verify background checks were conducted.
 - 5.4 Fujifilm may refuse to admit Staff onto, or withdraw Staff permission to remain on, any of its premises if that Staff presence would, subject to compliance with Applicable Laws, in Fujifilm's reasonable opinion, be undesirable.

6. Delivery and Title

- 6.1 The Supplier shall deliver the Goods and/or perform the Services in accordance with any Delivery Date(s). Delivery of the Goods (and Deliverables if applicable) shall be DDP: Delivery Address (Incoterms 2020) unless agreed otherwise by the parties in the Order. Time of delivery is of the essence.
- 6.2 Risk in the Goods and Deliverables shall pass to Fujifilm on delivery and ownership of the Goods and/or Deliverables shall pass to Fujifilm on the earlier of payment by Fujifilm to Supplier for the Goods and/or Services or delivery to Fujifilm.
- 6.3 If Fujifilm pays for the Goods before delivery then Supplier shall, at no cost to Fujifilm, store them for Fujifilm, fully insured for their full replacement value, separately from Supplier's goods (or Supplier's other customers' goods) and mark them individually as belonging to Fujifilm (by labelling them in the name of Fujifilm and with reference to the relevant Order) so that the Goods are easily identifiable as Fujifilm's Goods. Supplier shall, at Fujifilm's request: grant or procure access to Fujifilm or its agents to the premises where the Goods are stored; or provide photographic documentation (by email), in each case in order for Fujifilm to verify if such Goods are stored in compliance with this clause 6.3. On termination of the Contract Supplier shall deliver up to Fujifilm all of the Goods which it holds for Fujifilm pursuant to this clause 6.3 and if it does not do so then Fujifilm (and its appointed agents) shall be entitled to enter onto Supplier's premises to recover those Goods.
- 6.4 A packing slip showing order number must accompany each shipment. Packages must bear Fujifilm's order number and show country of origin, gross, tare, and net weights, or quantity as required.
- 6.5 Fujifilm shall have the right, in its sole discretion, to transfer possession, ownership and title of Goods to third parties.

7. Fujifilm Obligations

- 7.1 Fujifilm will provide Supplier with such information as Supplier reasonably requires from time to time to deliver the Services.
- 7.2 If applicable, Fujifilm shall ensure that Supplier has access to the Delivery Address on the Delivery Date and at all other times agreed in advance with Supplier as may be necessary for Supplier to supply the Services.

8. Price and Payment

- 8.1 The Price shall be as set out in the applicable Order and shall be a fixed price unless otherwise agreed in writing between the parties.
- 8.2 Supplier may invoice Fujifilm for the Price plus any applicable VAT or sales tax, as applicable, at any time following delivery of the Goods and/or completion of the Services or such other time as is specified in the Order. All invoices must contain: the amount due, net of Value Added Tax (VAT) or sales tax; the amount of VAT or sales tax payable; the rate of VAT or sales tax chargeable; any further information required to ensure the invoice is a valid VAT or sales tax invoice; a valid Order number issued by Fujifilm; and the name of Supplier's contact at Fujifilm.
- 8.3 Fujifilm shall pay correctly rendered, undisputed invoices within sixty (60) days of receipt of a valid invoice by Fujifilm, unless alternative payment terms are set out in the Order. Fujifilm shall be entitled to set-off any amount owed or claimed by the Supplier against any amount payable by Fujifilm to the Supplier. Time for payment shall not be of the essence. Supplier may charge interest on unpaid amounts from the due date of payment of a valid undisputed invoice until payment at the rate of 6 per cent per annum.
- 8.4 Fujifilm may withhold total or partial payment until the Goods and/or Services conform to the requirements of the Order.

9. Confidentiality

- 9.1 Each party agrees with the other:
- 9.1.1 to keep the other's Confidential Information confidential and not to use the other's Confidential Information save for complying with its obligations under the Contract; and
- 9.1.2 not to disclose the other's Confidential Information to a third party other than to: (i) its Staff who have a need to know the same for the purposes of performing the Contract; or (ii) its professional advisers who need to know the same for the purposes of providing professional advice to that party; or (iii) its Affiliates; or (iv) in the case of Fujifilm, to Fujifilm's customers to the extent that such customers have a right to audit Fujifilm and/or its sub-contractors (each a **"Receiving Third Party"**). Both parties shall ensure that each Receiving Third Party is subject to an equivalent duty to protect that Confidential Information to that set out in this clause 9 and agrees that it shall remain primarily liable to the disclosing party for any misuse or disclosure of the Confidential Information of its Receiving Third Parties.

- 9.2 The restrictions contained in clause 9.1 shall continue without limitation of time except that they shall cease to apply to information or knowledge which: (i) has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other than breach of this clause 9; (ii) the disclosing party has consented in writing to being disclosed; (iii) is or has been independently developed by the other party without reference to or use of the disclosing party's Confidential Information or Intellectual Property Rights; or (iv) is necessarily disclosed pursuant to a statutory or regulatory obligation, but then only to the extent of such required disclosure (and provided that the receiving party notifies the disclosing party of such disclosure, prior to disclosure, if it is legally permitted to do so).

10. Intellectual Property Rights

- 10.1 Subject to clause 10.2, no party shall acquire any right, title or interest in or under the other party's Background IPR.
- 10.2 Fujifilm grants to Supplier a royalty free, worldwide, non-exclusive, non-transferable license to use its Background IPR for the exclusive purpose of, and to the extent necessary for, performance of the Services. Supplier grants to Fujifilm a royalty free, irrevocable, worldwide, non-exclusive, transferable, sub-licensable license to use its Background IPR to enable the receipt and proper enjoyment of the Goods and/or Services.
- 10.3 All title to and all rights and interest in any Foreground IPR shall vest in Fujifilm. Supplier hereby assigns to Fujifilm all title to and all rights and interest it owns in any Foreground IPR.
- 10.4 Supplier shall defend, indemnify and hold harmless Fujifilm and its Affiliates from and against all damages, liabilities, costs, expenses, damages and losses (including any fines and legal expenses) incurred by Fujifilm arising out of or in connection with any claim made against Fujifilm for actual or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of, or in connection with, the supply or use of the Goods and/or Services, except to the extent that such claim relates to Fujifilm's Background IPR.
- 10.5 Supplier shall obtain, and maintain during the term of the Contract, accreditation with all relevant schemes relating to quality standards and certification and any third party licenses and consents required in respect of the provision of the Goods and/or Services.

11. Data Protection

- 11.1 For the purposes of this clause 11, the terms, "Controller", "Processor", "Personal Data", "Process" and "Processing" shall have the meanings prescribed (as relevant) under all applicable laws relating to data protection, electronic communications and privacy, including (i) the Data Protection Act 2018; and (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") (and any update, modification or replacement of such laws) including applicable regulatory policies, guidelines or industry codes (the "DP Legislation").
- 11.2 Each party collects and processes Personal Data concerning the other party's employees for the purposes of contract and relationship management in its capacity as a Controller and in relation to such Personal Data that party will comply with all of its obligations under the DP Legislation.
- 11.3 If Supplier is to carry out any Services that will require it to Process any Personal Data in the capacity of a Processor, the Supplier will enter into a data processing agreement with Fujifilm to regulate such Processing.

12. Liability and Insurance

- 12.1 Nothing in the Contract shall limit or exclude:
- 12.1.1 either party's liability: (i) for death or personal injury caused by its negligence; (ii) for fraud or fraudulent misrepresentation; (iii) for any liability that is not permitted to be excluded by law; or (iv) under clauses 9, 11, 18.2, 18.3 or 18.6, or
- 12.1.2 Supplier's liability under clauses 4.2, 6.3, 10.4, 12.3 or 15.6.
- 12.2 Subject to clause 12.1:
- 12.2.1 Supplier's entire liability for the damage or destruction of real property and data arising from Supplier's breach of the Contract (including where arising in negligence) shall be limited to the equivalent of \$15,000,000 (fifteen million United States dollars); and
- 12.2.2 each party's liability (including in negligence) for any breach of the Contract shall be limited to two (2) times the total fees paid, or to be paid, by Fujifilm pursuant to the Contract (excluding losses that are covered by clauses 12.1 and 12.2.1); and
- 12.2.3 neither party shall be liable, whether in contract, tort (including negligence) under or in connection with the Contract for: loss of profit; loss of business; depletion of goodwill; loss of anticipated savings; loss or corruption of data or in-

formation; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 12.3 Supplier shall defend, indemnify and hold harmless Fujifilm and its Affiliates from and against all damages, liabilities, costs, expenses, and losses (including any fines and legal expenses) which Fujifilm and/or its Affiliates may incur in each case arising out of or in connection with: (i) product liability under Applicable Laws in relation to the Goods or any product recall and/or withdrawal in relation to the Goods (whether arising pursuant to Applicable Laws or if deemed reasonably necessary by Fujifilm), (ii) the breach by Supplier of any applicable law, regulation, or order, or arising out of or relating to any use, possession, transportation, consumption, or sale of the Goods and/or any performance, delivery or receipt of the Services, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, (iii) the breach by Supplier of any provision of the Contract, (iv) Supplier's negligence or willful misconduct or (v) the presence of Supplier's agents, employees or subcontractors, or the equipment of Supplier or such persons, at Fujifilm's premises, regardless of whether such claims, demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses arise out of or relate to or are imposed by reason of negligence, willful misconduct, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy.

- 12.4 Supplier shall have in place adequate insurance (including, with out limitation and as applicable to Services performed in or goods supplied from the United States, workers' compensation insurance equal to at least the statutory limit in each state in which Fujifilm is required to provide workers' compensation insurance) to cover the liabilities that may arise under or in connection with the Contract and shall on request produce the insurance certificate and receipt for the current year's premium. Fujifilm has no obligation to procure or maintain any minimum insurance requirement.

13. Termination

- 13.1 Either party may immediately terminate the Contract by giving written notice to the other if the other:
- 13.1.1 ceases to trade, is unable to pay its debts or is insolvent; or
- 13.1.2 is in material breach of any part of the Contract if such breach is either incapable of remedy; or,

if such breach is capable of remedy, the breaching party fails to remedy the breach within 30 (thirty) days after receipt of written notice specifying the breach and requiring it to be remedied. Any breach of clauses 9, 10.5, 11, 15, 18.2, 18.3 18.4 or 18.6 shall be deemed to be a material breach for the purposes of this clause.

- 13.2 Fujifilm may terminate the Contract at any time on giving 30 (thirty) days' written notice to Supplier.
- 13.3 Termination of the Contract shall not affect either party's accrued rights and obligations and the provisions of the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. In particular the following clauses shall continue in force following termination: clauses 1, 4, 6, 9, 10, 11, 12, 13.3, 13.4, 14, 15.6 and 18.13.
- 13.4 Following termination of the Contract Supplier must immediately return to Fujifilm or destroy at Fujifilm's request:
- 13.4.1 all the property in its possession or under its control that belongs to Fujifilm and its parent, subsidiary or associated companies; and
- 13.4.2 all copies of any materials and records of any kind that are in its possession or under its control (and in any medium) that contain any part of Fujifilm's Confidential Information except that Supplier may retain one copy of any Confidential Information that it reasonably requires for its accounting purposes or to comply with any applicable laws.

14. Records and Audit

- 14.1 Supplier shall, at Fujifilm's request, grant access to Fujifilm or its auditors to the premises and relevant records of Supplier in order for Fujifilm to audit Supplier to confirm that Supplier is (i) "fit for purpose" and (ii) in compliance with the terms of the Contract. The audits shall be conducted on reasonable notice and no more than once per year.
- 14.2 Fujifilm (and, if applicable, its customers) may carry out quality audits of Supplier in accordance with clause 16.6.

15. Import and Export Laws

- 15.1 Supplier represents and warrants that it shall comply with all applicable Export/Import Laws and Sanctions. Supplier shall obtain in a timely manner and at its own expense, all licenses, authorizations, consents or permits required by Export/Import Laws and Sanctions for the import and export of Goods and/or the provision of Services supplied under the Order.

- 15.2 Supplier shall promptly notify Fujifilm in writing of the export control classification number, any Export/Import Laws, license requirements, exceptions or exemptions that may apply to the Goods supplied under the Order so as to enable Fujifilm to use and/or resell the Goods in full compliance with Export/Import Laws; and Supplier shall send to Fujifilm, a shipment pre-alert (providing notice of the anticipated delivery and shipment date to the following email addresses): fdbkwcs shipments@fujifilm.com for deliveries to FLBK in the UK; fdbu_imports@fujifilm.com for deliveries to FLBU in North Carolina; fdbtimports@fujifilm.com for deliveries to FLBT in Texas; shm-fdbn_logistics@fujifilm.com for deliveries to FDBN in North Carolina; [fbdimport@fujifilm.com](mailto:fdbdimport@fujifilm.com) for deliveries to FLBD in Denmark) no less than 2 Business Days prior to shipment, the certificate of origin for the Goods and any shipping documents and information reasonably requested by Fujifilm to facilitate import clearance (if applicable).
- 15.3 Supplier warrants the accuracy of any declarations of origin it includes with its delivery of the Goods, including but not limited to certificates of origin, such that Fujifilm can rely on any such origin declarations for compliance with any trade-related law, rule or regulation, including, without limitation, to determine eligibility for preferential duty under free trade agreements. Supplier shall promptly notify Fujifilm, in writing, of any known documentation errors and/or changes to the origin of the Goods. Supplier agrees, to the extent permitted by law, to indemnify, defend and hold harmless Fujifilm from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) in any way relating to any errors in Supplier's documentation or declaration of origin.
- 15.4 Supplier shall not expose Fujifilm to the risk of violating, or to any negative consequences under, Sanctions, Export/Import Laws.
- 15.5 In respect of Goods or Services provided to the United States, Supplier acknowledges that the Goods and/or Services sold or otherwise transferred under the Order have not been sourced, in whole or in part, from any territory or jurisdiction subject to restrictions or economic sanctions under applicable law.
- 15.6 If Supplier is the importer of record for any of the Goods sold hereunder, including, without limitation, component parts, upon Fujifilm's request, Supplier shall provide Fujifilm with all necessary customs documentation to enable Fujifilm to file and obtain duty drawback.
- 15.7 In respect of Goods provided in the United States, Supplier shall be responsible for the timely submission to Fujifilm of importer security filing information ("ISF") as required by United States Customs and Border Protection ("CBP"). Timely filing will be no less than four days prior to Goods being laden on board the vessel at the origin port. Supplier shall be held responsible for any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and storage and drayage imposed by CBP, arising out of or relating to any inaccurate, incomplete or untimely submission or failure to submit the ISF to Fujifilm.
- 15.8 Supplier shall defend, indemnify and hold harmless Fujifilm and its Affiliates from and against all damages, liabilities, costs, expenses, damages and losses (including any fines and legal expenses) which Fujifilm may incur as a result of Supplier's failure to comply with clauses 15.1, through 15.7.
- 15.9 Fujifilm may deem Supplier's failure to comply with the terms of this clause 15 a material breach of the Contract which is not capable of remedy and which is subject to the termination provisions of clause 13.1.
- 16. cGMP Goods and Services:**
- If the Order is for cGMP Goods and/or Services, the following additional provisions apply:
- 16.1 Goods shall be manufactured, packaged and delivered in accordance with current Good Manufacturing Practices regulations and standards applicable to the Goods provided under the Order; and Services shall be provided in accordance with current Good Manufacturing Practices and Good Laboratory Practices regulations and standards applicable to the Services provided under the Order.
- 16.2 Supplier is prohibited from making changes to: corporate name, part number or catalog number, manufacturing or testing site, manufacturing or testing process, or specifications without prior written electronic notification to Fujifilm at each of the applicable email addresses set forth below:
- In the case of FLBU:
FLBUsuppliernotify@fujifilm.com;
- In the case of FLBT:
FLBT-supplierassurance@fujifilm.com;
- In the case of FLBN:
shm-FLBN_Supplier_Change_Notifications@fujifilm.com;

In the case of FLBK: FLBKchangenotifications@fujifilm.com; and

In the case of FLBD: FLBDsupplierassurance@fujifilm.com

- 16.3 Supplier must assure current specifications are on file with and have been approved by Fujifilm.
- 16.4 Supplier must notify Fujifilm of any change to Transmissible Spongiform Encephalopathy/Bovine Spongiform Encephalopathy (TSE/BSE) or animal origin status for any materials or Goods supplied by sending written notification to Fujifilm thirty (30) days prior to such change at the applicable email address(es) set forth in clause 16.2.
- 16.5 Supplier will not subcontract production or Services without obtaining prior written approval from Fujifilm's Supplier Quality department.
- 16.6 Supplier will periodically complete surveys regarding its quality systems and records. Supplier will permit Fujifilm to periodically audit or to conduct a "for cause" audit of Supplier's quality systems and related records at the Supplier's site during Supplier's normal business hours.
- 16.7 Supplier shall possess all licenses, qualifications, and registrations necessary to perform such Services and to deliver such Goods. All Goods and Services provided to Fujifilm shall be in compliance with all federal, state and local laws, rules, and regulations.
- 16.8 Supplier agrees to notify Fujifilm of any regulatory agency actions, inspections and resulting corrective actions that may have impact on the material or Services purchased by Fujifilm.
- 16.9 Supplier is responsible for maintaining quality records relating to Goods and Services provided hereunder. Records for such Goods and Services shall be retained for a minimum of seven (7) years. Quality records must be readily available for review during a scheduled Fujifilm quality audit. If records are maintained electronically, they shall comply with cGMP, including without limitation, FDA 21 CFR Part 11 regulation.
- 16.10 If Supplier and Fujifilm have entered into a Technical Quality Agreement, Supplier shall provide Goods and/or Services in compliance with the terms of such Technical Quality Agreement. In the event of a conflict between the Quality Agreement and these terms and conditions, these terms and conditions shall control, except with respect to quality matters, in which case the Technical Quality Agreement shall govern. The Technical Quality Agreement shall apply to Goods and/or Services provided by

Supplier notwithstanding any provisions to the contrary in Supplier provided terms and conditions.

- 16.11 Supplier expressly agrees to provide Fujifilm advance written notice if it intends to provide Goods manufactured in higher risk countries, including without limitation, China, India, Laos, Myanmar, Sri Lanka, and Bangladesh and shall obtain Fujifilm's consent prior to delivering such Goods.
- 16.12 Supplier shall evaluate its manufacturers and/or subcontractors, as applicable, for quality assurance and compliance with Applicable Laws and regulations, including cGMP. Supplier shall manage its manufacturers and/or subcontractors, as applicable, to ensure continuing compliance with the above.
- 17. ICT and Information Security**
 - 17.1 The Supplier shall provide the Goods and Services in accordance with ICT industry best practice, comply with all applicable data protection and IT security laws, and ensure that access to IT systems at Fujifilm will only be exercised by suitably qualified personnel.
 - 17.2 The Supplier shall access Fujifilm's systems, networks and data strictly to the extent reasonably required to perform the Services and/or provide the Goods and will refrain from any action which is deemed by Fujifilm to be inappropriate.
 - 17.3 The Supplier will not knowingly or recklessly introduce or allow the introduction of any viruses to Fujifilm's systems or networks. The Supplier and its personnel will act in accordance with all of Fujifilm's instructions regarding information security and shall terminate such access immediately on the request of Fujifilm or termination of the Contract.
 - 17.4 If Supplier personnel are provided with a username, password or any other piece of information as part of the IT registration or access process, they will treat such information as confidential and personal to them. They will not disclose this information to any third party, or any other personnel within the Supplier, without Fujifilm's prior written consent and will immediately cease use of it on the request of Fujifilm or termination of the Contract.
 - 17.5 The Supplier shall notify Fujifilm of any breach of this clause 17, or in the event of becoming aware of any flaw, vulnerability, incident or issue (together an "Incident") affecting the Goods or Services which has had, is having or is likely to have, a detrimental impact on Fujifilm, its op-

erations, systems, security or data. Notifications must be made in writing to the Fujifilm contract representative, copied to fdblegal@fujifilm.com, as soon as reasonably practicable and in any event within 48 hours of the Supplier becoming aware of the breach or Incident, and include a description of the breach or Incident, the likely effect on Fujifilm and the measures taken to address it.

18. General

18.1 **Change:** If either party wishes to change any aspect of the Contract then such change will only be effective if agreed by both parties in writing and, where notified by Fujifilm, in accordance with Fujifilm's change process.

18.2 **Modern Slavery:** In performing obligations under the Contract each party shall not employ slave labor and shall comply with, as applicable (a) the Modern Slavery Act 2015, (b) article 5 of the Charter of Fundamental Rights of the European Union and (c) the U.S. Uyghur Forced Labor Prevention Act, and neither party shall engage in any activity, practice or conduct which would constitute human trafficking under section 262 of the Danish Criminal Code.

18.3 **Bribery and Tax Evasion:** Supplier, to the extent applicable to the Supplier, shall (i) comply with all laws, regulations, executive orders and binding guidance in respect of taxes, including without limitation the Danish Tax Control Act; (ii) shall not engage in any activity, practice or conduct which would constitute tax evasion under any of section 289 of the Danish Criminal Code; (iii) shall not engage in any activity, practice or conduct which would constitute either: (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017, and shall have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including Staff and Supplier's suppliers).

Each party shall not do or omit to do any act that would cause either party to be in breach of any anti-corruption legislation including sections 122 and 299(2) of the Danish Criminal Code, the United States Foreign Corrupt Practices Act and the Bribery Act 2010. Neither party shall offer or give, or agree to give, to any employee, agent, servant or representative of the other or any other person employed by or on behalf of the other any gift or consideration of any kind which could act as an inducement or reward for doing,

refraining from doing, or for having done or refrained from doing, any act in relation to the Contract (including its award to Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favor or disfavor to any person in relation to the Contract.

18.4 **Business Partner Code of Conduct** Supplier represents, warrants and certifies that, in the performance of the Contract: (i) it will not do anything which may cause Fujifilm not to comply with the Procurement Policy (ii) it will not obtain goods and/or services from any third party whom it has (or should have) knowledge or reason to believe is in violation of the Business Partner Code of Conduct; and (iii) in all material respects will comply with the principles of the Procurement Policy and Business Partner Code of Conduct.

18.5 **Business Continuity:** Supplier must have in place reasonable contingency and disaster planning arrangements designed to minimize any interruption or disruption to the provision of the Goods and/or Services including interruptions and disruptions caused by the loss, damage or destruction of any premises, equipment, infrastructure or records and shall implement the same in the event of the occurrence of any event or circumstance covered by the same.

18.6 **Debarment:** Supplier represents and warrants that neither it nor any parent or affiliate, officer, director, employee or agent of Supplier is included on any of the restricted party lists maintained by the United States Government or any other governmental or non-governmental entity, including but not limited to: the SDN List and Foreign Sanctions Evaders list administered by OFAC, Denied Parties List, Unverified List or Entity List maintained by the Bureau of Industry and Security (BIS), the Excluded Parties List maintained by the General Services Administration (GSA), the List of Excluded Individuals/Entities maintained by the Office of Inspector General of the Health and Human Services Department (HHS/OIG), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls (DDTC). This representation and warranty shall be ongoing during the performance of Supplier's obligations under the Order, and Supplier shall immediately notify Fujifilm of any change in the status of this representation and warranty. Any breach of the foregoing representation or warranty, or breach of such notice requirement shall be deemed to be a material breach of the Order giving Fujifilm the right to terminate for cause. Seller further represents and warrants that neither Seller nor

any of its employees, workers or subcontractors who are directly concerned with the performance of providing Goods or Services hereunder have been debarred, or convicted of a crime which could lead to debarment, under the Generic Drug Enforcement Act of 1992, 21 United States Code §§335(a) and (b) ("Debarment Events"). If a Debarment Event occurs, or a situation which could reasonably lead to a Debarment Event occurs, Supplier shall promptly notify Fujifilm and Fujifilm shall have the right to immediately terminate the Order for breach.

- 18.7 **Notices:** Any notice required to be served by either party on the other shall only be effective if it is in writing and sent to a party at its registered office for the attention of its Legal Counsel and its Chief Executive Officer. Notice may be given by hand or sent by recorded delivery, registered post or airmail and will be deemed to have been duly served: (i) if delivered by hand, at the time and date of delivery; (ii) if sent by recorded delivery or registered post, 48 (forty eight) hours from the date of posting (such date as evidenced by postal receipt); and (iii) if sent by registered airmail, five days from the date of posting, provided that, where such delivery occurs either after 4.00pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00am on the next Business Day. In proving service of a notice it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted (either by prepaid first class recorded delivery post or by prepaid airmail, as the case may be). All notices to Fujifilm shall be copied to fdblegal@fujifilm.com.
- 18.8 **Third Parties:** Except for the rights of any Fujifilm Affiliate to claim under any indemnity, no term of the Contract shall be enforceable by a person who is not a party to it, including without limitation, under the United Kingdom Contracts (Rights of Third Parties) Act 1999.
- 18.9 **Publicity:** Supplier agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication Fujifilm's company, Fujifilm's Affiliates' or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of Fujifilm, which consent may be withheld at its absolute discretion.
- 18.10 **Government Contracts Flowdown Provisions:** To the extent that the Goods or Services purchased under this Purchase Order are "commercial items" as defined by Federal Acquisition Regulation ("FAR") 2.101 ("Commercial Items"), if and as such list may be revised from time to time, and may contribute to or be incorporated into Fujifilm's products or Services provided to the United States Government, the Government Flowdown Clauses applicable to Supplier's provision of Goods or Services can be found at <https://fujifilmbiotechnologies.fujifilm.com/vendors/>. The parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced. Fujifilm agrees to provide Supplier the new URL upon Supplier's request in the event of a change. These General Flowdowns, including Special Provisions are an integral part of the Order and are incorporated into the Order by reference.
- 18.11 **Waiver:** Except as set out in these terms and conditions, any variation to the Contract shall only be binding when agreed in writing and signed by each party. Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. Each right or remedy of a party under the Contract is without prejudice to any other right or remedy of that party under the Contract or at law.
- 18.12 **Assignment and Subcontracting:** Subject to any requirements of the Technical Quality Agreement, Supplier shall not assign or sub-contract the whole or any part of the Contract without the prior written consent of Fujifilm. If Fujifilm permits Supplier to subcontract any or all of its obligations under the Contract Supplier shall remain primarily liable to Fujifilm for performance of the Contract and procure that its subcontractors sign up to terms no less stringent than those set out in the Contract. Fujifilm will be entitled to assign or transfer to any of its Affiliates any of its rights under the Contract.
- 18.13 **Severability:** Any term or condition of this Contract which is determined by a court or other governmental body to be unenforceable in any jurisdiction, including without limitation, under any statute, regulation or executive order, will, as to such term or condition and jurisdiction only, be deemed severed to the extent of such unenforceability and, subject to such severance, this Contract will continue in effect in accordance with its other terms and conditions.
- 18.14 **Governing Law and Jurisdiction:** The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by:
- 18.14.1 Where FLBD is the ordering party, Danish law and any dispute arising out the Contract shall be

subject to the non-exclusive jurisdiction of the Danish courts (including in relation to any non-contractual obligations);

18.14.2 Where FLBK is the ordering party, English law and any dispute arising out of the Contract shall be subject to the non-exclusive jurisdiction of the English Courts (including in relation to any non-contractual obligations).

18.14.3 Where FLBU, FLBT or FLBN are the ordering party, the laws of the state of Delaware without reference to its conflict of laws provisions and any dispute arising out of the Contract (including in relation to any non-contractual obligations) shall be subject to the non-exclusive jurisdiction of the state or federal courts in New York.