

REGENERON PHARMACEUTICALS, INC. AND ITS AFFILIATES

PURCHASE ORDER TERMS AND CONDITIONS

April 2021

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT ("**TERMS**") CONCERNING THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER (AS DEFINED BELOW) TO REGENERON PHARMACEUTICALS, INC. AND/OR ANY OF ITS AFFILIATES (COLLECTIVELY OR INDIVIDUALLY REFERRED TO AS "**BUYER**"). IT MAY NOT BE AMENDED, SUPPLEMENTED, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN RESPONSES SENT BY THE PARTY PROVIDING THE GOODS AND/OR SERVICES ("**SELLER**") ARE HEREBY REJECTED AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF. NOTWITHSTANDING THE FOREGOING, ONLY IN THE EVENT THAT BUYER AND SELLER HAVE EXECUTED A MASTER SERVICES AGREEMENT OR OTHER AGREEMENT THAT HAS BEEN SIGNED BY BOTH PARTIES AND CONTAINS TERMS CONCERNING THE GOODS AND/OR SERVICES TO BE PROVIDED BY SELLER, THEN SUCH OTHER AGREEMENT SHALL CONTROL AND SUPERSEDE THE TERMS HEREOF, EXCEPT TO THE EXTENT THAT THESE TERMS ADDRESS ANY MATTER NOT ADDRESSED BY SUCH MASTER SERVICES AGREEMENT OR OTHER AGREEMENT, IN WHICH EVENT AS TO ANY SUCH MATTER (BUT NOT OTHERWISE) THESE TERMS SHALL CONTINUE TO APPLY. "**AFFILIATE**" MEANS A CORPORATION, PARTNERSHIP OR OTHER ENTITY CONTROLLED BY, CONTROLLING OR UNDER COMMON CONTROL WITH A PARTY. THE TERM "**CONTROL**" SHALL MEAN, WITH RESPECT TO ANY ENTITY, THE ABILITY TO VOTE FIFTY PERCENT (50%) OR MORE OF THE VOTING SECURITIES OR OTHER COMPARABLE EQUITY INTERESTS IN SUCH ENTITY, EITHER DIRECTLY OR INDIRECTLY, OR TO OTHERWISE INFLUENCE AND DIRECT THE POLICIES AND MANAGEMENT OF SUCH ENTITY, INCLUDING BY CONTRACT RELATING TO VOTING RIGHTS OR CORPORATE GOVERNANCE.

1. GOODS. Seller hereby sells, assigns, and transfers to Regeneron the full right, title, and interest in all materials, goods, supplies, processes, and equipment (herein collectively referred to as "**Goods**") delivered and services furnished ("**Services**") and procured under this purchase order ("**Purchase Order**"). Seller represents and warrants that the Goods and Services shall conform with all applicable laws, orders, rules and regulations of a governmental agency or a court of competent jurisdiction and any applicable court order or settlement agreement, including without limitation any applicable laws, orders, rules or regulations relating to privacy, data protection or cyber security (collectively, "**Applicable Laws**"), including without limitation that Goods and Services, the process by which they are made or provided, and the use for which they are specifically designed by Seller will not infringe or misappropriate any third party right; and that each chemical substance sold hereunder has been reported to the applicable agencies, as required by Applicable Laws. Seller will defend, indemnify and hold harmless Buyer from and against any and all claims by third parties for all loss, injury, harm, liability, costs and expenses, including, without limitation, reasonable attorney's fees, incurred by Buyer as a result of Seller's negligence or willful misconduct or breach of these Terms or Applicable Laws. Seller shall, upon notification, promptly assume full responsibility for the defense of any third party suit or proceedings which may be brought against Buyer, agents or vendors by reason of the use or sale of any Goods or Services furnished hereunder (which are not of Buyer's design) for actual or alleged violation of any such third party rights or Applicable Laws including without limitation for alleged unfair competition resulting from similarity of design, trademarks or appearance. Seller further shall indemnify and hold Buyer, agents and vendors harmless from and against any and all claims by third parties for all expenses, losses, claims, royalties, profits and damages, including court costs and reasonable attorney's fees resulting from or related to the bringing of such suit

or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceedings and may be represented by its own counsel in any such suit or proceeding if it so desires.

OTHER THAN AS EXPRESSLY STATED HEREIN AND EXCEPT TO THE EXTENT ARISING FROM OR AS IT RELATES TO (A) BODILY INJURY OR DEATH, (B) A PARTY'S GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT, OR FRAUDULENT ACT OR OMISSION, (C) SELLER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (D) A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR (E) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY, MATERIALS, GOODS OR CONFIDENTIAL INFORMATION OWNED OR CONTROLLED BY BUYER, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO THE EXTENT ARISING UNDER THESE TERMS.

2. OTHER SOURCES; NON-CONFORMITY. In case of default by Seller, in addition to any other rights Buyer may have, Buyer may obtain goods and services to replace the Goods and Services, from other sources and hold Seller responsible for any damage occasioned thereby.

3. QUALITY AND SPECIFICATIONS.

(a) Seller represents and warrants that Goods furnished by it shall (except when otherwise specified on the face of this Purchase Order issued by Buyer) be new and of first quality grade and that Services will be performed in a skillful and workmanlike manner by professionally qualified personnel in conformance with generally accepted professional standards of care and conduct. Seller represents and warrants that Goods are fit for the purpose for which they are purchased and will meet specifications, if any, the Goods are of merchantable quality, and Seller has not breach or violated any implied or express warranty in any material respect. Buyer reserves the right to request a replacement of any personnel assigned to perform Services if, in Buyer's reasonable judgment, any performance issue warrants such a change. Seller is responsible for and will make Buyer whole on any defects in workmanship and/or Goods covered by this Purchase Order, which defects become apparent within 12 months from the date of putting same into service (or such longer time, if Seller's warranty is longer). Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, specifications, or quality of Goods or Services, by reason of acceptance by Buyer.

(b) **Non-Conformance.** Notwithstanding anything to the contrary, if Seller provides any Goods or Services that fail to conform to the specifications set forth in this Purchase Order, then, in addition to any rights or remedies Buyer may have available to it, (i) with respect to Services, Buyer may require Seller to conform such Services to the specifications set forth in this Purchase Order at no additional cost to Buyer. If Buyer concludes that Seller does not or cannot promptly conform such Services, Seller shall refund to Buyer any monies paid by Buyer to Seller for the performance of such nonconforming Services., (ii) with respect to provision of Goods, if Goods are delivered which do not conform to the specifications of this Purchase Order or its warranties, Buyer may delay payment until such nonconformity is corrected. If Buyer concludes that Seller does not or cannot promptly conform such Goods, Seller shall refund to Buyer any monies paid by Buyer to Seller for the provision of such nonconforming Goods.

(c) Notwithstanding anything herein to the contrary, in the provision of Goods and the performance of the Services, Seller shall not use products, technology or equipment manufactured or supplied by, or services performed by: (A) Huawei Technologies Company, (B) Dahua Technology Company, (C) Hangzhou Hikvision Digital Technology Company, (D) Hytera Communication Corporation, (E) ZTE Corporation or (F) any subsidiary or affiliate of any such entity listed in (A)-(E). If Seller becomes aware of any such products,

technology, equipment or services, Seller shall promptly notify Buyer and provide information reasonably requested by Buyer, including a description of the products, technology, equipment or services, as applicable, the model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number) and Seller's CAGE code (if known, otherwise provide Seller DUNS number).

4. INSPECTIONS, AUDIT. (a) Buyer Audit: Goods and Services are subject to review, inspection, testing and acceptance by Buyer and ultimate purchaser at the plant where they are manufactured. Buyer and any persons authorized by it may audit, inspect and test all relevant records, information, materials, facilities, systems, books, records, information security infrastructure, disaster recovery and business continuity plans, workmanship and procedures related to these Terms or Seller, as well as inspect any facility utilized for the provision of Goods or Services, during business hours during or after manufacturing with prior written notice (unless such audits are "for cause", in which case Buyer may carry out such audit with only twenty four (24) hours prior written notice), during or after manufacture of Goods and/or commencement of the Services, notwithstanding any prior payment or inspection. Seller shall not make any material changes in the location where the Goods and Services are provided or its ownership without prior written notification to Buyer. Seller is responsible for responding to the audit report within fourteen (14) calendar days for critical observations, and thirty (30) calendar days for non-critical observations from the date of its receipt. To facilitate inspection at Seller's facilities, Seller agrees to notify Buyer at least seven (7) days before beginning production and before final testing of the Goods or to the extent relevant, the Services. All Goods and Services, are subject to a final inspection and acceptance at the specified destination, notwithstanding any payments or any inspection at the source. Such final inspection and acceptance shall not be applicable in the event of any latent defects or fraud, and shall not affect Seller's warranty obligations. Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all Goods not conforming to the warranties. In the event any Goods or Services are not in full compliance with the warranties, Buyer, may, at its option and without limitation on any and all other remedies available to it, require Seller to (1) repair or replace at Seller's expense any Goods or Services that fail to comply with the warranties, or (2) refund the price of any such nonconforming Goods.

(b) **Regulatory Agency Inspection.** Seller shall make its facilities available for inspection by governmental agencies in compliance with all Applicable Laws. Seller shall notify Buyer within twenty-four (24) hours of receipt of any notice or any other indication of an inspection, investigation or other inquiry (any of such, a "Review") by the U.S. Food and Drug Administration (FDA) or other governmental agency or other health authority, or other notice or communication of any type, involving the Services, Goods or Confidential Information. To the extent such Review concerns the Services, Goods or Confidential Information, Seller shall allow Buyer to be present during the applicable portions of any such Review and shall provide copies of all relevant documents to Buyer. Seller shall reply in writing to Buyer within fourteen (14) calendar days for any identified critical findings (e.g. FDA 483 observation) and within thirty (30) calendar days for any identified non-critical findings (e.g. written FDA inspection comment). Seller shall discuss with Buyer any response to observations and notifications received in connection with any such Review concerning the Services, Goods or Confidential Information and shall give Buyer an opportunity to comment upon any proposed response before it is made. In the event of disagreement concerning the form or content of such response, Buyer will be responsible for deciding the appropriate form and content of any response.

5. APPLICABLE LAWS. Seller warrants that no Applicable Laws will be violated in the manufacture, production or sales of the Goods or in the performance of Services covered in this Purchase Order, and

Seller will indemnify, defend and hold Buyer harmless from loss, cost, and damages as a result of any such actual or alleged violation.

6. COMPENSATION.

(a) In consideration for the Goods or Services performed by Seller, Buyer shall pay Seller a fee as set forth in each invoice. Seller shall submit invoices for Goods or Services performed, as set forth in this Purchase Order. Itemized invoices (referencing this Purchase Order number, corresponding line number and description of Goods or Services) shall be submitted no later than sixty (60) days from delivery of Goods or completion of Services. Payments shall be due sixty (60) days from receipt of the invoice for all undisputed amounts in the currency set forth on this Purchase Order, unless otherwise set forth in this Purchase Order. Any additional Goods or Services requested by Buyer shall be documented through an updated Purchase Order. Seller shall not charge Buyer for (i) any Goods or Services not performed or delivered to Buyer in accordance with these Terms, or (ii) any costs not set forth in the invoice. In the event a rate card is attached to these Terms as an exhibit, then the rates set forth in the rate card shall be the hourly rates for the period indicated in the rate card.

(b) Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated on the face of this Purchase Order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller. If this Purchase Order requires Seller to furnish, for a lump sum, Goods or Services, Seller shall furnish Buyer with reconciliation of such amount that Buyer may reasonably require. If there are any packing, storage, transportation or delivery charges payable by Buyer, such charges shall be separately stated on the face of this Purchase Order and on Seller's invoice and such charges shall not be subject to sales or use taxes. Seller must pay all such charges unless this Purchase Order specifies otherwise. All payments due or to become due from Buyer to Seller hereunder shall be subject to deduction by Buyer for any setoff or claim to which Buyer is entitled against Seller.

(c) Buyer may make payments hereunder by electronic funds transfer. Seller is solely responsible to furnish to Buyer and verify the accuracy of its payment information, (payee, bank account number, routing numbers and payment codes, etc.) in accordance with the terms and conditions of the Regeneron Supplier Portal Electronic Submission system. Seller agrees that Buyer may rely on the payment information furnished by Seller and, if a payment is misdirected, delayed, returned or rejected due to Seller's error or omission (including incorrect, incomplete, illegible, obsolete or fraudulent account, payee, payor or other information), Buyer shall not be liable in any respect. Buyer shall not be liable for delays caused by the mail, any financial institution, any payment or clearinghouse system, or any other party.

7. TAXES. All payments to Seller shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any jurisdiction, unless the withholding or deduction of the taxes is required by law. Fees for Goods or Services do not include any indirect taxes (including duties, customs, levies, import or export taxes, withholding taxes, federal, state, county, or local sales, use, or value added tax ("VAT")) legally imposed by a taxing authority regarding goods, activities or payments undertaken by Seller as described in a Purchase Order. Each invoice shall (x) segregate taxable and non-taxable items (items not subject to indirect taxes because of (i) a legal exemption, or (ii) Buyer's exemption received from a relevant authority where documentation of such exemption has been provided to Seller), and (y) provide all details of any indirect taxes (including, but not limited to, VAT) and will act in good faith to minimize such taxes, including by filing claims for refunds or recovery of such taxes. Seller shall not invoice or collect from Buyer any taxes that Seller has deducted or recovered, is expected to deduct or recover, or could

have deducted or recovered, but fails to do so. For the avoidance of doubt, Buyer shall only pay to Seller, upon receipt of a valid tax invoice, the indirect taxes that are not deductible or not recoverable (pursuant to the previous sentence) or to which an exemption does not apply. Seller will pay all taxes based on its gross or net income.

8. CURRENCY. If the amounts due are calculated based upon a currency other than the currency set forth on this Purchase Order (“**PO Currency**”), such amounts shall be converted to such PO Currency using the average of the buying and selling exchange rate for conversion of the applicable foreign currency into PO Currency, using the spot rates (the “Mid Price Close” found on Thomson Reuters Eikon, or any other source as agreed to by the parties) from the last business day of the preceding month. Spot rates for hyperinflationary currencies will be based on the business day when the Goods or Services were rendered.

9. INSURANCE. Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below (depending on the place of performance of the Services or delivery of the Goods):

Insurance Type	US	Ireland
(a) Workers compensation	Statutory.	
(b) Employer’s liability	\$500,000 each accident-disease.	€13,000,000 for any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year).
(c) Contractor’s comprehensive general liability (including contractual liability and, if subcontractors are employed, contractor’s protective liability)	Bodily injury \$250,000 each person, \$1,000,000 each occurrence.	
	\$2,000,000 General Aggregate. Property damage \$500,000 each occurrence.	
(d) Automobile public liability (including hired automobiles and non-ownership liability)	Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit.	Statutory
(e) Public Liability		Minimum limit of indemnity of €6,500,000 for any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year).
(f) Products Liability		Minimum limit of indemnity of €6,500,000 for any one occurrence or series of occurrences arising

from any one incident/accident or in the aggregate.

(g) Professional Indemnity

Minimum limit of indemnity of €5,000,000 in respect of any one occurrence or series of occurrences arising out of any one event and limited to €5,000,000 in the annual aggregate. Such insurance shall extend to include any liability for the acts or omissions of the Contractor in supplying the Services and also liability arising from third party bodily injury. Coverage shall be maintained in force for a period of three (3) years after the completion of Services rendered under this Agreement.

10. SUBCONTRACTING. Seller shall not subcontract any part of the Services or supply of Goods to any third party without the express written consent of Buyer. Seller shall be liable for any such subcontractor's acts and omissions (including without limitation any act or omission that would constitute a breach under these Terms) in connection with the Goods or Services.

11. SERVICES ON PREMISES. If Seller's employees, subcontractors or others under Seller's control, provide Goods or perform Services at Buyers premises or at Buyers direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises, and (ii) Seller shall keep Goods and the premises on which the work is done free and clear of all liens for Goods and labor incident to the performance of Seller's Services hereunder. Seller acknowledges that it is Buyer's policy to maintain a drug free work environment.

12. CONFIDENTIALITY.

(a) During the term of these Terms, and for a period of seven (7) years following the expiration or earlier termination hereof, Seller shall maintain in confidence all information relating to Buyer and any Personal Data (as defined under Applicable Law) from Buyer (regardless of the public nature of such Personal Data), whether disclosed in writing, orally or in any other form, or otherwise generated, observed or learned by Seller in connection with these Terms ("**Confidential Information**") and shall use such Confidential Information solely for purpose of carrying out the Services or providing the Goods pursuant to these Terms. Seller agrees to restrict dissemination of Confidential Information to only those of its employees, directors, or agents ("**Recipient Personnel**") who have an actual need to know such Confidential Information for furthering the Services or providing the Goods, and who are bound by contractual obligations of confidentiality at least as restrictive as those set forth herein. Seller shall use the same degree of care to protect Buyer's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than a reasonable degree of care. Confidential Information shall include, but not be limited to, any and all information, data, formulae, processes, procedures, methods, results, reports, documents and know-how, whether technical or non-technical, and any information generated in connection with the Goods or Services, as well as all

information regarding Buyer's use of the Goods or Services and any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person regardless of any exceptions set forth in Section 13(b) below. Further, Seller shall not buy or sell, or advise others to buy or sell, the securities of Buyer based on the Confidential Information. Buyer shall retain all right, title, and interest in and to any Buyer Confidential Information.

(b) Other than as to Personal Data, the limitations on use and the nondisclosure obligations above shall not apply to the extent that Seller can demonstrate that (i) the information was public knowledge at the time of such disclosure by Buyer, or thereafter became public knowledge, other than as a result of acts attributable to Seller in violation hereof; (ii) the information was rightfully known by Seller prior to the date of disclosure by Buyer; (iii) the information was disclosed to Seller on an unrestricted basis by a third party not under a duty of confidentiality to Buyer; or (iv) the information was independently developed by employees or agents of Seller without access to or use of the Confidential Information. The nondisclosure obligations shall not prevent Seller from disclosing Confidential Information to the extent it is required to do so by Applicable Laws, provided that Seller shall provide advance written notice thereof to Buyer. If Seller is served with a court order, subpoena, civil investigative demand, or similar legal process compelling disclosure of any of Confidential Information, it shall, to the extent permitted under Applicable Laws: (i) provide Buyer with immediate notice thereof; (ii) provide Buyer with a reasonable opportunity to oppose such disclosure; (iii) cooperate in good faith with Buyer in the event Buyer opposes disclosure; and (iv) limit the scope of such disclosure to what is strictly required by Applicable Laws.

(c) Seller shall, and shall cause its Recipient Personnel and subcontractors to, return in a compatible format designated by Buyer or, at the request of Buyer, securely destroy so that it is unrecoverable as certified by a Seller officer, all Confidential Information, as well as any copies or records thereof, upon termination of these Terms or on written instruction from Buyer, whichever occurs first. Acceptable methods for rendering the information unrecoverable are (i) physical destruction of the media, (ii) strong encryption with no access to decryption keys, or (iii) any tool that meets the standard of DoD 5220.22-M (US DoD Wipe Method) for over-writing data. This obligation will not apply to the extent Seller is required by Applicable Laws to retain any Confidential Information, in which case, Seller shall notify Buyer, and such Confidential Information shall be isolated and protected in accordance with the terms of these Terms and shall be deleted once Seller is no longer required by Applicable Laws to retain such Confidential Information. At Buyer's request, Seller shall assist in the migration of Confidential Information to Buyer or any third party identified by Buyer.

13. TRANSPORTATION. Deliveries must be made in the quantities and according to the time deadlines specified in this Purchase Order. The terms, choice of carrier and routing of shipment shall be as set forth on this Purchase Order and if not then Delivered Duty Paid (DDP) (Incoterms 2020 basis to the delivery address designated by Buyer). Buyer may revise shipping instructions as to any unshipped Goods. At the option of Buyer, Buyer may specify the common carrier for Seller to use for delivery. The transportation costs for delivery, including without limit customs duties, import/export tariffs and shipping fees, and the insurance of the Goods while in transit, shall be borne by Seller, unless otherwise expressly stated on the face of this Purchase Order.

14. PACKING, MARKING AND SHIPPING. Seller shall pack, mark, and ship all Goods in accordance with the requirements of this Purchase Order and good commercial practice in a manner that will permit the securing of the best transportation rates. Any loss or expense incurred by Buyer as a result of improper preservation, packing, packaging, marking or method of shipment shall be reimbursed by Seller to Buyer.

15. RISK OF LOSS; TITLE. Seller shall bear all risk of loss for the Goods while in transit and until received and accepted by Buyer at the proper delivery address designated by Buyer. Additionally, Seller shall bear all risk of loss as to properly rejected Goods. Title to the Goods shall pass from Seller to Buyer upon Buyer's acceptance of the delivered Goods.

16. DEBARMENT. Seller certifies that it and its principals are not debarred, suspended or proposed for debarment by the Federal Government of the United States or its foreign equivalent, and further certifies that it shall immediately notify Buyer in writing if any such debarment or suspension occurs, is commenced or, to Seller's knowledge, is threatened. Seller certifies that it will not engage, directly or indirectly, any person to provide the Goods or perform or participate in the Services if (a) that person is debarred by the Federal Government or the FDA under 21 U.S.C. § 335(a) or any foreign equivalent or to Seller's knowledge is threatened with debarment by a pending proceeding, action, or investigation, (b) that person is excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. or is the subject of an exclusion proceeding, or (c) that person is otherwise disqualified under federal or state law or other Applicable Laws, or to Seller's knowledge is threatened with such disqualification by a pending proceeding, action, or investigation, from providing the Goods or performing or participating in the Services. Seller certifies that it will immediately notify Buyer in writing if any such debarment, exclusion, or disqualification occurs, or if any such debarment, exclusion, or disqualification proceeding, action, or investigation is commenced or, to the Seller's knowledge, is threatened, with respect to any such person. Seller acknowledges the failure to comply with the provisions of this Section shall constitute grounds for termination of this contract, for cause. As used herein, Buyer's work site includes not only the portion of Buyer's property on which Seller is providing the Goods or performing the Services hereunder, but also all of Buyer's adjacent property, including other areas of its plant access roads, parking lots and material storage areas.

17. TERMINATION. Buyer may terminate this Purchase Order at its sole discretion, with or without cause upon notice to Seller. Upon receipt of any notice to terminate this Purchase Order, Buyer shall only owe Seller for services actually performed or Goods actually provided, unless returned to Seller. Seller shall (i) complete those Services authorized by Buyer in writing in order to wind down any projects, (ii) cancel all cancelable contracts and commitments entered into for the Services, (iii) return all unused Buyer materials, and (iv) upon Buyer's request, assign to Buyer or its designee all remaining contracts and Goods produced under these Terms in a format requested by Buyer. Each party shall cooperate with the other and make all reasonable efforts to facilitate a smooth and efficient transition of any pending Services to a successor, as directed by Buyer. Except for termination by Buyer for material breach, Seller shall be entitled to payments for Services completed prior to the date of termination, for contractual commitments made prior to the notice of termination to the extent that liability for such commitments cannot be mitigated, and for such reasonable documented costs and expenses as are necessary to terminate the Services. The provisions of these Terms which by their nature or intent are to survive the termination or expiration of these Terms, shall so survive and continue in effect, including without limitation as to confidentiality, indemnification and ownership.

18. USE OF NAME. These Terms shall not be construed to grant any license or other rights to Seller in any copyright, trademark, internet domain, patent rights, know-how, technology, or other intellectual property owned or controlled by Buyer. Except as otherwise required by Applicable Laws, neither party shall use the other party's name, trademark(s), copyrights, domain names, or logo in any advertising, news release or other publication, without the prior express written consent of the other party. Seller shall not, and shall cause its employees, subcontractors or any other third party not to publish any information,

including but not limited to reference and customer lists, or any data that is proprietary to or owned by Buyer, without Buyer's prior written consent.

19. AFFILIATES. Buyer's Affiliates may issue Purchase Orders referring to these Terms. If Buyer's Affiliate issues a Purchase Order referring to these Terms, then, solely with respect to such Purchase Order, the rights and obligations of Buyer contained in these Terms that are necessary to give effect to such Purchase Order and for the performance of such Purchase Order, shall apply to such Affiliate, and such Affiliate shall be solely responsible for the obligations of Buyer under such Purchase Order.

20. ASSIGNMENT; SEVERABILITY; NO WAIVER. Neither party may assign its right or delegate its obligations hereunder without the other party's written consent which shall not be unreasonably withheld, except to the assignee of substantially all the assets to which this Purchase Order relates. If any sections of these Terms are found to be invalid or unenforceable in any jurisdiction, then the meaning of that section will be interpreted, to the extent feasible under Applicable Law, in a way that renders it enforceable. If no feasible interpretation is possible, the section will be severed from the rest of these Terms and the rest of these Terms of will remain in full force and effect. Failure to enforce any provision of these Terms shall not constitute a waiver of any term hereof.

21. ANTI-BRIBERY & ANTI-CORRUPTION. Buyer, its representatives, and agents are bound by all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act (FCPA) and United Kingdom Bribery Act and Applicable Laws relating to anti-corruption and anti-bribery applicable in the place of incorporation of the Buyer. Seller represents, warrants and covenants that Seller shall not cause Buyer or its representatives or agents to be in breach of their responsibilities through any act of Seller. In providing the Goods and Services, the Seller (i) agrees that Seller has not and shall not, directly or indirectly, offer to make, promise, authorize or accept any payment or anything of value, including bribes, gifts and/or donations to or from any public official, regulatory authorities or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, including to obtain or retain business, and (ii) shall comply with all applicable anti-corruption and anti-bribery laws and regulations. Seller shall notify Buyer or its representatives or agents immediately upon becoming aware of any breach under this Section. For the purpose of ensuring compliance with this provision, Seller agrees that Buyer or its representatives or agents may conduct an investigation or audit to monitor for compliance.

22. CODE OF CONDUCT. Buyer has a Code of Conduct ("**Code of Conduct**") and expects everyone with whom it has commercial dealings to meet such standards. Seller hereby acknowledges that it has read Buyer's Code of Conduct, which is available at [https://www.regeneron.com/sites/default/files/Vendor_Code - May 2017 Version 1.1.pdf](https://www.regeneron.com/sites/default/files/Vendor_Code_-_May_2017_Version_1.1.pdf), and shall act at all times consistently with the terms thereof. Buyer shall have the right, in its sole and absolute discretion, to immediately terminate these Terms for cause in the event of a material violation of the Code of Conduct by Seller.

23. DATA PROTECTION. If Seller is processing personal data pursuant to this Purchase Order, Seller shall comply with Applicable Laws relating to such processing. Any processing of personal data shall be for the duration of this Purchase Order, for the purpose of providing the Goods and/or Services, and include categories of personal data such as Buyer's employee details and related information. When processing personal data on behalf of Buyer, Seller shall: (i) only process personal data on Buyer's written instructions; (ii) ensure that all Seller personnel who have access to personal data are subject to suitable confidentiality obligations; (iii) implement and maintain technical and organizational measures to prevent

a personal data breach, and in the event of a personal data breach, notify Buyer without undue delay and promptly undertake all remediation efforts necessary to rectify the personal data breach and prevent its recurrence; (iv) provide all such assistance as Buyer may require to meet its obligations under Applicable Laws (including the provision of information, responding to data subject and government requests and allowing for audits); (v) at the choice of Buyer, delete or return all personal data on Buyer's request or the termination of this Purchase Order; (vi) not subcontract such processing without Buyer's prior written consent and remain fully liable for any of its subcontractors; and (vii) not transfer personal data from one jurisdiction to any other jurisdiction without Buyer's prior written consent. In this Section 23, "data subject", "personal data", "personal data breach" and "processing" will be construed in accordance with the respective Applicable Law.

24. FEDERAL ACQUISITION REGULATION (FAR) AND OTHER TRANSACTIONS AGREEMENT

(a) **Federal Acquisition Regulation (FAR).** This Agreement is subject to additional terms and conditions identified at <http://www.regeneron.com/CommercialFlowDownClauses> that are hereby incorporated into these Terms as applicable to the extent that these Terms constitutes a subcontract under an agreement Buyer has with the United States Government, other than an agreement described in subsection (b) below. **The Seller and Buyer shall, if applicable, abide by the requirements of 41 C.F.R. §§ 60-1.4, 60-1.7, 60-1.35(c), 60-300.5(a), 60-741.5(a), and 29 C.F.R. part 471, Appendix A to Subpart A, as updated from time to time. Among other requirements, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.** Seller shall also comply with the requirements specified in 48 C.F.R. § 52.222-50, which is hereby incorporated into these Terms, and provide a certification in the form described in 48 C.F.R. § 52.222-56(c) if required by 48 C.F.R. § 52.222-50(h)(5). Federal Acquisition Regulation clauses incorporated into these Terms are available at <http://www.acquisition.gov>, and supplemental agency-specific clauses are identified in Title 48 of the U.S. Code of Federal Regulations and are available at <http://www.ecfr.gov>.

(b) **Other Transactions Agreement.** These Terms are subject to additional terms and conditions identified at <http://www.regeneron.com/OTAFLOWDownClauses> that are hereby incorporated as applicable to the extent that these Terms constitute a subcontract under an Other Transactions Agreement Buyer has with the United States Government. Articles III, IV and V of such terms and conditions shall not apply to the extent the Services do not include experimental, developmental or research work for a Buyer product.

25. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY. In executing these Terms, the parties intend to create an independent contractor relationship. Nothing shall be construed as creating a partnership, joint venture, agency or any other relationship. The sales of Goods and provision of Services are for the sole benefit of Buyer. The Seller acknowledges and agrees that it not intended that there should be transferred to the Buyer the obligations of any person as employer arising under any contract of employment, in consequence of, or in connection with, the entry by the Parties into, or the performance by them of their obligations hereunder, or the termination of this Purchase Order, or the transfer to the Buyer of any function to be performed by it under this Purchase Order. If, notwithstanding that intention, any such obligations are transferred to the Buyer by operation of law, then the Seller shall

indemnify the Buyer on demand against all demands, claims, proceedings, suits, judgments, losses, liabilities, costs, expenses, fees, penalties or fines which may be suffered or incurred by the Buyer arising out of or in connection with any such transfer, or any contract of employment so transferred to the Buyer, or the termination of any such contract of employment by the Buyer subsequent to any such transfer (which the Buyer shall be free in its absolute discretion to terminate without prejudice to its rights under this Clause). This Agreement is not made for, and shall not benefit or create any right or cause of action in favor of, or for the benefit of, any person or entity other than Seller and Buyer.

26. NOTICES. All notices must be in writing and sent to the other party at the applicable address set forth above, and in the case of Buyer, to the attention of its General Counsel. Any notice shall be transmitted in person, by commercial overnight courier, or by registered or certified US mail, return receipt requested. Notices shall be deemed effective upon receipt. Either party may change its address by sending notice of a change of address as set forth herein, and such address shall become the official address for all notices thereafter. Courtesy copies of notices may also be sent electronically, but such courtesy copies shall not be deemed official notices pursuant to this Section.

27. AUTHORITY. In executing these Terms, Seller represents and warrants that the person executing these Terms is duly authorized and has legal capacity to enter into these Terms and that these Terms form a valid and legal agreement binding on Seller and enforceable in accordance with its terms.

28. CHOICE OF LAW. These Terms and provision of Services and/or Goods hereunder shall be governed by the laws of the country of incorporation of the Buyer, without regard to its choice of law rules that might otherwise refer construction or interpretation of these Terms to the substantive law of another jurisdiction, and the parties hereby unconditionally submit to the exclusive jurisdiction of the courts of the country of incorporation of the Buyer, state and/or federal, in all matters relating to these Terms.

29. ENTIRE AGREEMENT; AMENDMENT. This Agreement, together with any attached exhibits, appendices, schedules, and Regeneron Supplier Portal Electronic Submission Terms and Conditions, embodies the entire understanding between the parties and supersedes any and all prior understandings, arrangements, and agreements, whether oral or written relating to the subject matter hereof. The terms of these Terms shall control over any additional or different requirements imposed by any download or click through agreement, notwithstanding acceptance of such or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional or different conditions. If there is any conflict between these Terms and any exhibits, appendices, schedules, or the Regeneron Supplier Portal Electronic Submission Terms and Conditions, these Terms shall control unless otherwise specifically stated in such exhibit, appendix, schedule or Regeneron Supplier Portal Electronic Submission Terms and Conditions. These Terms shall not be modified or amended except by a written document executed by both parties.