

## GILEAD SCIENCES PURCHASE ORDER TERMS AND CONDITIONS

**THESE PURCHASE ORDER TERMS AND CONDITIONS GOVERN THE SALE OF GOODS (“GOODS”) AND PROVISION OF SERVICES (“SERVICES”) BY THE SUPPLIER (“SUPPLIER”) NAMED ON THE PURCHASE ORDER FORM (THE “PO FORM”) THAT REFERENCES THESE TERMS AND CONDITIONS (THESE “TERMS”) TO THE GILEAD SCIENCES ENTITY NAMED ON THE PO FORM (“BUYER”). IF SUPPLIER AND BUYER HAVE ENTERED INTO A NEGOTIATED AGREEMENT THAT APPLIES TO THE GOODS AND SERVICES UNDER THE PO FORM, AND IF SUCH AGREEMENT IS STILL IN EFFECT AS OF THE DATE OF THE PO FORM, THEN SUCH AGREEMENT SHALL GOVERN INSTEAD OF THESE TERMS.**

These Terms are deemed incorporated into the PO Form by reference as if set forth therein in full. Except as provided above, the PO Form (and any other document referenced therein), together with these Terms (collectively, the “**Order**”) constitutes the entire agreement between Supplier and Buyer with respect to the subject matter contained herein and supersedes all prior oral or written inquiries, proposals, representations, negotiations, commitments and agreements pertaining to such subject matter. Any additional or different terms and conditions proposed by Supplier are expressly rejected.

**1. Acceptance:** The first to occur of Supplier’s (a) written acceptance of the Order, (b) preparation for shipment of any Goods, (c) submission of any invoice to Buyer, or (d) commencement of any work under the Order shall constitute Supplier’s acceptance of the Order.

**2. Prices:** The prices of the Goods or Services (the “**Prices**”) are stated in the PO Form. Where taxes are required, Supplier shall calculate and charge Buyer for applicable sales taxes, goods and services taxes or value added taxes for Goods or Services provided under this Order. Applicable sales tax must be added as a separate item on each invoice, and in no event shall Buyer be responsible for any other taxes or duties. Supplier is solely responsible for all charges that are assessed against Buyer as a result of any delay or failure by Supplier comply with the Order or Applicable Laws (defined below).

**3. Shipping:** Supplier will ship Goods to Buyer with no charge for shipping and handling unless otherwise agreed in writing by Buyer. Supplier shall route shipments in accordance with instructions from Buyer. Supplier will mark each package with the Order number and include an itemized packing slip and all pertinent material safety data sheets (as applicable) and advise Buyer in writing of any requirements or other instructions concerning the proper storage, handling, use, return and disposal of the Goods (as applicable). The marks on packages, packing slips, bills of lading and other shipping receipts shall be sufficient to enable Buyer to identify the Goods delivered.

**4. Delivery:** Deliveries of Goods shall be made in the quantities and at the times specified in the Order. Time is of the essence. Supplier must immediately notify Buyer of any actual or anticipated delay and take all reasonable steps to meet delivery dates, including the use of expedited shipping, if necessary, at no additional cost to Buyer. Buyer is not required to pay for Goods delivered to Buyer that are in excess of quantities ordered. Supplier will be responsible for return shipping charges for excess quantities. Buyer may reject Goods delivered late. Supplier will bear the risk of loss, damage or destruction to the Goods until final acceptance of the Goods by Buyer. Supplier will bear the same risk with respect to any Goods rejected by Buyer. Title to Goods shall pass to Buyer upon the earliest to occur of (a) delivery of the Goods to the destination designated by Buyer or (b) payment of any portion of the Price for such Goods by Buyer.

**5. Changes:** Buyer may change the Goods or Services ordered or change scheduled shipments under the Order; provided that any difference in Price or time for performance resulting from such change shall be equitably adjusted; provided further that any increase in Price or time for performance must be agreed in writing by Buyer.

**6. Non-conforming Goods or Services:** Buyer may monitor the Services and inspect or test the outputs of the Services, including Work Product (defined below) (collectively, “**Deliverables**”) or Goods delivered hereunder prior to final acceptance. If any Goods, Deliverables, or Services do not meet the warranties specified herein or otherwise applicable, Supplier will promptly, at Buyer’s option, repair or replace any defective or non-conforming Goods or Deliverables, or reperform any non-conforming Services at no cost to Buyer or refund any amounts paid by Buyer for such defective or non-conforming Goods, Deliverables or Services. If Supplier fails to provide written instructions for return or destruction of rejected Goods or Deliverables within ten (10) days after Buyer’s issuance of notice of non-conformity, Buyer may charge Supplier for storage and handling or dispose of the Goods or Deliverables, without liability to Supplier.

**7. Business Continuity Plan:** If requested by Buyer, Supplier shall provide to Buyer a written business continuity plan (“BCP”) that assures supply of Goods or Services to Buyer in the event of a business interruption. Supplier shall immediately notify Buyer in the event of a potential business interruption and in advance of any potential implementation of the BCP (as applicable).

**8. Billing:** Supplier shall bill Buyer only upon receipt of Buyer’s notice of acceptance of the Goods or Services. Undisputed invoiced amounts shall be payable within sixty (60) days of Buyer’s receipt of the invoice. Buyer may withhold payment of any disputed invoiced amounts until final resolution of such dispute. If Buyer fails to make any undisputed payment when due, Supplier may charge interest on the overdue sum from the due date until payment is made, whether before or after judgment, at the lesser of the rate of 3% per month or the highest rate permissible under Applicable Law. Each invoice must include the applicable Order number and total amount due, as well as a description of Services or the item number, description, size, quantity, unit price, and sales tax due with respect to any Goods. Buyer shall have no liability with respect to any invoice that is received by Buyer more than one hundred twenty (120) days following shipment of the applicable Goods or provision of the Services to which the invoice relates. Once payment has been received with respect to a particular invoice, Supplier is not permitted to seek payment for any unbilled (or underbilled) amounts with respect to the Goods or Services covered by such invoice. Where the Goods or Services are provided on a time and materials basis: (a) the fees payable for the Goods or Services shall be calculated in accordance with the rates set forth in the PO Form; (b) Buyer shall reimburse Supplier, at Supplier’s actual cost, for any reasonable and documented out-of-pocket expenses that have been approved in advance by Buyer; and (c) the applicable invoice must include reasonably detailed narratives of the tasks performed by Supplier Representatives (defined below) and documentation to support any reimbursable expenses. Where the Goods or Services are provided for a fixed price, the Prices for the Goods or Services shall be the amount set out in the PO Form.

**9. Warranty:** Supplier warrants that all Goods and Deliverables covered by the Order, as applicable, will: (a) conform to any specifications, drawings, samples, requirements or descriptions furnished by Buyer or otherwise agreed by the parties in writing; (b) be of merchantable quality and free from defects in design, workmanship, material, and manufacture; (c) be fit and sufficient for the particular purpose intended by Buyer and its customers, of which the Supplier is or reasonably should be aware; (d) be free and clear of liens and other interests of Supplier and third parties, including royalties, mechanics liens or other encumbrances; and (e) not infringe the intellectual property rights of any third party. Supplier warrants that all Services will be performed in a timely, professional and workmanlike manner and any Supplier Representatives assigned to perform Services are competent and suitably qualified to perform the functions and obligations required of them. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. Buyer’s approval of Supplier’s materials or design will not relieve Supplier of any warranties.

**10. Term:** The term of the Order will commence on the date set forth on the PO Form (or if earlier, the date that the Order is accepted by Supplier) and will continue, unless earlier terminated as provided herein, for the duration stated on the PO Form or if no duration is provided, then until the date of Buyer’s written final acceptance of all Goods or Services to be provided by Supplier pursuant to the Order.

**11. Cancellation:** Buyer may immediately cancel the Order without liability to Supplier in the event of: (a) Supplier’s insolvency; (b) Supplier’s filing of a voluntary petition in bankruptcy/insolvency; (c) filing of any involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of Supplier’s creditors, unless such petition, appointment or assignment is nullified within fifteen (15) days of such event; or (f) Supplier suspending or ceasing, or threatening to suspend or cease, carrying on all or a substantial part of its business. Buyer may cancel all or any part of the Order, without liability, if Supplier repudiates or breaches any part of the Order and does not cure such breach within ten (10) days after receipt of written notice from Buyer. If the Order is cancelled by Buyer under this Section 11, Buyer may procure substitute Goods or Services and Supplier will be liable for any excess costs occasioned thereby. Supplier shall refund any pre-payment for undelivered Goods or Services.

**12. Termination for Convenience:** Buyer may terminate the Order, in whole or in part, at any time for its convenience by notice to Supplier in writing. Supplier’s sole compensation for such termination shall be payment by Buyer for Goods and Services accepted by Buyer prior to the effective date of termination.

**13. Effects of Cancellation or Termination:** Upon receipt of Buyer’s notice of cancellation or termination of the Order pursuant to Section 11 or Section 12, Supplier will commence winding down any ongoing Services in a timely and orderly

manner, and will deliver to Buyer (in accordance with Buyer's instructions) all finished Goods or work in progress (if applicable), and any Confidential Information then in Supplier's possession or control.

**14. Intellectual Property:** Subject to Section 15 below, Supplier agrees that all right, title and interest in and to any work product that may be conceived or created as part of or in connection with the Services, and provided to Buyer under the Order (including but not limited to any reports, plans, specifications, designs and software created in connection with the Services) (collectively "**Work Product**") shall be the sole property of Buyer. Supplier hereby assigns absolutely to Buyer to the fullest extent permitted by law all intellectual property rights in any Work Product including without limitation any patents, copyrights, trade secret rights and other proprietary rights, all of which shall vest in Buyer immediately upon creation with full title guarantee, together with the right to take action for any infringement or alleged infringement of such intellectual property rights. Supplier agrees to promptly do such further acts as may be reasonably required by Buyer from time to time to vest title in the Work Product to the Buyer.

**15. Supplier Background IP:** To the extent any intellectual property rights owned or controlled by Supplier prior to the date hereof or obtained by Supplier outside of the scope of this Order are incorporated into or necessary for the use or exploitation of any Goods or Deliverables ("**Supplier Background IP**"), Supplier hereby grants Buyer a non-exclusive, worldwide, perpetual, irrevocable, fully-paid up, royalty-free, sublicensable license to use such Supplier Background IP to the extent necessary for the use or exploitation of such Goods or Deliverables.

**16. Indemnification:** Supplier shall indemnify, defend (at Buyer's option), and hold Buyer and its affiliates and its and their officers, directors, employees, and sublicensees harmless from and against any liability, loss, cost, damage or expense (collectively, "**Losses**") (including reasonable legal fees) in connection with any third-party claim, demand, suit or proceeding (collectively, "**Claims**") arising from or in connection with: (a) Supplier's negligence or willful misconduct; (b) any material breach of the Order by Supplier; (c) Supplier's performance of the Services or Buyer's use of any Goods or Deliverables to the extent caused by the acts or omissions of Supplier; (d) any Claims brought by Supplier's sub-contractors for non-payment by Supplier of amounts owing to the subcontractor; or (e) actual or alleged infringement of any third-party intellectual property right, or misappropriation of a third-party trade secret, in connection with any Goods, Deliverables, or Services provided by Supplier to Buyer. Supplier will have no obligation to indemnify for Losses with respect to Claims of infringement to the extent the Claim arises solely and directly from: (i) modifications to the Goods or Deliverables to the extent made solely by Buyer and the infringement or misappropriation would not have arisen but for such modification, or (ii) Supplier's implementation of a written design provided by Buyer; provided that all conforming implementations of that design constitute an authorized use of the design. Buyer will notify Supplier promptly upon learning of a Claim, and Buyer may, at its option, control the defense of the Claim, subject to indemnification by Supplier for all costs incurred by Buyer in connection with such defense.

**17. Insurance:** At all times that Supplier performs Services for Buyer, Supplier shall maintain in full force and effect, at Supplier's expense, liability insurance in compliance with Applicable Laws, and adequate in scope and in amounts consistent with industry standards, to cover any and all losses arising out of or caused by (or claimed to be arising out of or caused by) any Services provided by Supplier. Such insurance shall be issued by an insurance company rated A-VII or better by A.M. Best or its equivalent. Certificates of Insurance evidencing such liability insurance shall be furnished to Buyer upon reasonable request.

**18. Confidential Information:** Supplier shall not disclose to any third party that Supplier has agreed to furnish Buyer the Goods or Services in the Order, nor use any trademarks or trade names of Buyer, without Buyer's prior written consent. Buyer may disclose to Supplier, through observation or otherwise, Confidential Information (as defined below). During the term of the Order and for a period of five (5) years thereafter, Supplier: (a) shall not disclose Confidential Information to any third party without the prior written approval of Buyer; (b) shall use Confidential Information only to perform its obligations to Buyer pursuant to the Order; and (c) shall limit dissemination of Confidential Information within its own organization to only those individuals who "need-to-know" such Confidential Information and who are aware of and bound by the requirements of this Section. The term "**Confidential Information**" means all information concerning Buyer unless specifically identified by Buyer as "non confidential," including, but not limited to, Buyer's confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information. At Buyer's request at any time during the term of the Order and otherwise upon expiration or termination hereof, all tangible Confidential Information possessed by Supplier, including, but not limited to, copies, translations, interpretations and adaptations must be returned immediately to Buyer.

If Supplier becomes legally compelled to disclose any Confidential Information, it shall provide Buyer an opportunity to obtain a protective order or such other appropriate remedy and shall obtain reliable assurances that such information will be accorded confidential treatment.

19. **Compliance with Laws:** Supplier agrees to comply with (a) all laws, executive orders, rules, regulations, ordinances and industry guidelines of any country to which a party's affairs (or those of any of its affiliates) are subject, and that are applicable to Supplier's performance of its obligations under the Order ("**Applicable Laws**"); (b) Buyer's Supplier Code of Conduct, incorporated herein by this reference and located at: <https://www.gilead.com/-/media/files/pdfs/supplier-code/gilead-supplier-codever20web.pdf>, as amended by Buyer from time to time; and (c) to the extent applicable to Supplier pursuant to Buyer's status as a government contractor, all contractual requirements under the relevant prime contract applicable to Supplier's performance of its obligations under the Order (collectively, "**Applicable Requirements**"). For the avoidance of doubt, failure by Supplier to comply with Applicable Requirements, or to provide all certifications, representations, and disclosures required for compliance with Applicable Requirements, shall be considered a material breach, and Buyer shall have the right to terminate the Order. Supplier also guarantees that no Goods shipped or Deliverables generated pursuant to the Order were produced in violation of any Applicable Laws, including relating to working conditions and minimum wages. Supplier warrants that neither Supplier nor any person employed by Supplier has been debarred by the U.S. Food and Drug Administration, the UK MHRA or equivalent national regulator in any relevant jurisdiction ("**Medical Regulator**"), has been disqualified by any Medical Regulator, or has been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any regulatory agency, and no such person will in the future be employed by Supplier in connection with any work to be performed for or on behalf of Buyer. In the event of any pending proceeding or threatened debarment, disqualification, restriction or declaration of Supplier or any of its employees, Supplier shall immediately notify Buyer in writing. If Supplier or its employees are or may be debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any regulatory agency, Buyer may terminate the Order immediately with no liability to Supplier. Supplier has and will have necessary procedures in place to prevent violations of Anticorruption Laws (defined below) and Sanctions and Trade Controls (defined below) by Supplier or its affiliates or any of their respective officers, directors, employees, agents and subcontractors ("**Supplier Representatives**").

20. **Sanctions and Trade Controls:** Neither Supplier nor Supplier Representatives have taken any action, directly or indirectly, that would result in a violation of any applicable economic or financial sanctions, trade embargoes, export controls, and anti-boycott laws administered or enforced by governments and governing bodies including the United States (U.S.), the United Nations Security Council, the European Union (EU) (or any member state thereof), the United Kingdom or the respective governmental institutions of any of the foregoing including, without limitation, His Majesty's Treasury, the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State and any other agency of the U.S. government ("**Sanctions and Trade Controls**"). Buyer may, at Buyer's sole discretion, terminate the Order or suspend or remove any Supplier Representatives, for any violation of the Sanctions and Trade Controls by any Supplier Representatives.

21. **Data Protection:** To the extent Supplier accesses or receives personal data from Buyer in connection with the Order, Supplier shall comply with all applicable privacy and data protection laws in connection with its processing of such personal data including obligations to ensure the security of such personal data and notify impacted data subjects in the event of a data breach. Supplier shall not use, disclose, sell, or share personal data for any purpose other than to provide the Goods or Services hereunder. Supplier will, if requested by Buyer, enter into additional terms governing the cross-border transfer or processing of personal data that comply with Article 28 of GDPR (as amended, extended and re-enacted from time to time) or any other applicable privacy and data protection laws. If Supplier becomes aware of a breach of this Section, Supplier will immediately notify Buyer in writing.

22. **Onsite Services:** While on Buyer's premises, Supplier Representatives shall comply with Buyer's site, security and safety rules and instructions that are provided to Supplier. At Buyer's request, Supplier agrees to replace any Supplier Representatives who are found by Buyer to be violating this provision. Supplier shall not assign any Supplier Representative to perform Services for Buyer, and shall immediately remove any Supplier Representative from Buyer's premises and from performing Services for Buyer, upon becoming privy to information that would cause a reasonable company to reject such Supplier Representative with respect to performance of the Services. Supplier will, upon Buyer's written request, register (at its own cost and expense) with Buyer's third-party compliance screening vendor and undergo its qualification process.

23. **Anticorruption:** Neither the Supplier, nor any Supplier Representative has taken, or will take, any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the “**FCPA**”), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted by the Negotiating Conference of the Organisation for Economic Co-operation and Development on 21 November 1997 (such convention, including the rules and regulations thereunder, the “**OECD Convention**”), the U.K. Bribery Act of 2010 (“**Bribery Act**”), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA, the OECD Convention and the Bribery Act, “**Anticorruption Laws**”). In addition, Buyer may require Supplier Representatives to receive training as to Buyer’s anticorruption policy. Buyer may, at Buyer’s sole discretion, terminate the Order or suspend or remove any Supplier Representatives, for any violation of Anticorruption Laws.

24. **Audit:** For at least three (3) years following the date of each invoice issued in connection with the Order, Supplier shall maintain complete and accurate records and accounts relating to the Goods or Services provided, and the costs incurred, sufficient to document the amounts invoiced to Buyer (“**Records**”). Supplier agrees that Buyer shall have the right, from time to time, upon written notice to Supplier, to conduct an investigation or audit of Supplier’s policies and Records to verify Supplier’s compliance with the provisions of the Order. Supplier agrees to cooperate fully with such investigation or audit, the method of which shall be at the sole discretion of Buyer. Supplier shall promptly correct, any deficiencies noted during the investigation or audit. If any investigation or audit reveals that Supplier has overcharged Buyer, Supplier shall promptly reimburse Buyer for such overcharge.

25. **General:** The rights and remedies reserved to Buyer in the Order shall be cumulative, and in addition to all other or further remedies provided in law or equity. Nothing in the Order shall exclude or in any way limit either party’s liability for: (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); (b) fraud or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or (c) any other liability to the extent the same may not be excluded or limited as a matter of law. **SUBJECT TO THE FOREGOING, IN NO EVENT IS BUYER LIABLE TO SUPPLIER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, PENALTIES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THE ORDER. BUYER’S TOTAL AGGREGATE LIABILITY ARISING FROM THE ORDER SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE IN CONNECTION WITH THE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.** The failure of either party to require performance by the other party of any provision of the Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Order constitute a waiver of any subsequent breach of the same or any other provision. The rights of a party arising under the Order may be waived only in a written instrument signed by the party against which such waiver is sought to be enforced. Except as provided in Section 5, the Order may not be modified except through a written amendment signed by both parties. Supplier may not assign or delegate its obligations under the Order without Buyer’s prior written consent. Supplier is an independent contractor. Neither party is the agent or legal representative of the other party. Supplier is solely responsible for the conduct of its employees, agents and subcontractors at all times and must comply with all terms of the Order, including the procurement of permits and licenses when requested, and Applicable Laws. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, such term will be deemed to be severed from the Order and all remaining terms will continue in force and effect as though such term was never included herein. If the Buyer is located in the United States, the Order shall be interpreted and enforced in accordance with the laws of the State of New York, and if the Buyer is located outside of the United States, then the Order shall be interpreted and enforced in accordance with the laws of England and Wales, in each case regardless of any choice of law principles. The parties will submit any dispute under the Order to the exclusive jurisdiction of the courts located in the Buyer’s jurisdiction and each party hereby submits to, and waives any objection to, personal jurisdiction and venue in such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Order. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. A reference to legislation or a legislative provision in the Order is a reference to it as amended, extended or re-enacted from time to time.