

GENERAL TERMS AND CONDITIONS FOR SERVICES

These Terms and Conditions are to be read in conjunction with the purchase order (the "#Purchase Order") between the AstraZeneca company identified in the Purchase Order (hereinafter referred to as "#AstraZeneca") and the supplier identified in the Purchase Order (hereinafter referred to as "#Supplier") and shall unless superseded by a separate agreement executed between the Parties, govern the relationship to the entire exclusion of the Supplier's terms or conditions. AstraZeneca and the Supplier are each referred to individually as a Party and collectively as the Parties.

1 Definitions

#Affiliate" shall mean any business entity which controls, is controlled by or is under common control of AstraZeneca. For the purpose of this Agreement a business entity shall be deemed to #control" another business if it (a) possesses, directly or indirectly, the power to direct the management or policies of the business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such business entity or (c) in the case of a partnership, control of the general partner.

#Agreement" shall mean these General Terms and Conditions for Services, the Purchase Order and any and all schedules to this Agreement as the same may be amended, modified or supplemented from time to time.

#Products" shall mean all items, goods, materials, merchandise and any other products (including without limitation, computer software), data, as stipulated in the Purchase Order, which are supplied, delivered or otherwise made available or to be supplied, delivered or made available, to AstraZeneca by the Supplier.

#Purchase Order" shall mean the written confirmation by AstraZeneca of a quotation, proposal or offer from Supplier sent to Supplier.

#Services" shall mean all services as stipulated in the Purchase Order or a detailed statement of work (if applicable), which are offered, provided or to be provided to AstraZeneca.

#Statement of Work or SOW" shall mean a detailed statement of work which shall include a breakdown of all fees and costs applicable to the Services and Products being offered and a relevant payment schedule. A SOW shall form part of a separate agreement executed between the Parties, where the estimated spend, per Purchase Order, for Services or Products received by the Recipient exceeds a threshold of USD 15000.

2 Appointment

2.1 The Supplier will perform those Services as may from time to time be assigned to the Supplier by AstraZeneca, as specified in the Purchase Order and any statement of work (if applicable). The Services shall be performed at the times and locations mutually agreed between the Parties to this Agreement.

3 Payment and Invoicing

3.1 In consideration of the Services performed pursuant to this Agreement the Supplier shall submit to AstraZeneca a detailed invoice for the fee payable as specified in the Purchase Order or the payment schedule in the SOW (if applicable). Any applicable value added tax shall be shown separately. The Supplier shall be responsible for ensuring that all invoicing occurs in a prompt and timely manner in order to meet the agreed payment schedule. AstraZeneca shall pay all undisputed invoices within 75 days or as per any other payment term agreed in writing.

3.2 All fees and costs shall be shown exclusive of value added tax but shall be inclusive of other costs such as administration costs. Increases to the fees and costs shall only occur if mutually agreed in writing by both Parties. No offer shall be considered to be accepted by AstraZeneca until it is accompanied by an official and duly executed AstraZeneca Purchase Order which bears an official AstraZeneca purchase order number.

3.3 No out of pocket expenses incurred by Supplier or Supplier's employees in performing the Services shall be reimbursed by AstraZeneca unless this has been specifically agreed upon. Where reimbursement is agreed, such out of pocket expenses must be reasonable and validly incurred by the Supplier's employees in performing the Services and vouched for by receipts or other evidence of actual payment. AstraZeneca shall not in any event be obliged to reimburse expenses which are more than the limits specifically agreed upon. All such expenses shall be as charged to the Supplier and should be detailed on the invoice referred to in Clause 3.1 above.

4 Performance of the Services

4.1 The Supplier shall provide the Services in accordance with the standards of care and skill to be reasonably expected of an expert competent in the field of providing services of the general nature of the Services.

4.2 The Supplier agrees to correct, free of charge, any errors in the Supplier's work which are not due to any error, act or omission of AstraZeneca and which either become apparent to the Supplier or which are notified to the Supplier in writing by AstraZeneca.

4.3 Subject to agreement with AstraZeneca, the Supplier may NOT sub-contract the Services.

4.4 The Supplier will perform the Services at such locations identified in the Purchase Order, unless requested otherwise by AstraZeneca.

4.5 The Supplier shall ensure that all personnel performing the Services (#Staff") possess the necessary qualifications, knowledge and experience. If at any time, AstraZeneca believes in its reasonable opinion that the Staff are unsuitable to perform the Services, the Supplier shall at the request of AstraZeneca and within a reasonable time, replace such Staff with suitable personnel.

4.6 The Supplier shall take all reasonable steps to comply with any requests from AstraZeneca to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of the Supplier's contractual obligations to its suppliers. AstraZeneca will be responsible for any charges properly incurred by Supplier in line with and at the appropriate time as required, prior to, or because of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt the Supplier shall be obliged to mitigate its losses always and AstraZeneca shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.

5 Indemnification and Insurance

5.1 In addition to any other remedy available to the Parties, each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and its and their respective officers, directors, partners, shareholders, employees and agents from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with: (a) any breach of any obligation in this Agreement by the other Party, and (b) the enforcement of a Party's rights under this Article 5, except to the extent such Losses arise as a result of the negligence, fraud, wilful misconduct or wrongful act of the indemnified party, its Affiliates or its or their respective officers, directors, partners, shareholders, employees or agents.

5.2 The Supplier shall keep and maintain during the term of this Agreement insurance coverage of the types and in the amounts typically carried by providers of services like the Services in Supplier's field of business, and provided by insurance companies of good repute.

6 Confidentiality

6.1 The Supplier shall at all times while this Agreement remains in force and for 10 years thereafter keep confidential any and all commercial and technical information relating to any of the existing or planned products, businesses, research and/or development activities, customers and suppliers of AstraZeneca and/or any subsidiary or associated company of AstraZeneca and all other information relating to AstraZeneca and/or any subsidiary or associated company of AstraZeneca and/or to any of the activities or financial affairs of AstraZeneca or any such subsidiary or associated company which it may acquire or to which it may have access during or by virtue of this consultancy and any information generated in connection with the consultancy (the "#Confidential Information"). The Confidential Information shall be used by the Supplier for the sole purpose of providing the Services and shall not at any time while this Agreement is in force or thereafter be disclosed by the Supplier to any third party without the prior written consent of AstraZeneca. All Confidential Information shall remain at all times the property of AstraZeneca.

6.2 All Confidential Information and any other information in whatever form or medium supplied by AstraZeneca to the Supplier shall be delivered up immediately to AstraZeneca upon demand at any time while this Agreement remains in force or thereafter.

6.3 AstraZeneca acknowledges that as part of its business activities the Supplier may wish to provide, procure or carry out or procure the carrying out for a third party, of any services which relate to or are concerned with the development, manufacture, marketing, promotion or sale of any product which is either the same as, similar to, competitive with or which performs the same functionality in the same manner or in the same therapy area as any of the products or any part of them to which the Services relate (#Conflicting Services"). The Supplier will notify AstraZeneca prior to agreeing to carry out any Conflicting Services, and AstraZeneca shall not unreasonably withhold its consent provided Supplier can demonstrate that it has the relevant capacity and business processes and procedures in place in order to fully protect AstraZeneca's Confidential Information when dealing with any such Conflicting Services.

7 Intellectual Property

- 7.1 All designs, development, ideas, discoveries, inventions and information having possible application in any business of AstraZeneca or any of its subsidiary or associated companies designed, developed, discovered, invented, produced or originated in the course of or as a result of the provision of the Services by the Supplier shall be disclosed to AstraZeneca and shall be the sole and absolute property of AstraZeneca to deal with as AstraZeneca deems to be appropriate. All such designs, developments, ideas, discoveries, inventions and information shall be part of the Confidential Information. In the event AstraZeneca decides, at its discretion, to seek patent, copyright or other protection (whether in the United Kingdom or elsewhere) in relation to any of the same the Supplier shall co-operate fully with AstraZeneca in the filing of any necessary applications and in otherwise applying for, obtaining or maintaining patent, copyright or other protection subject to AstraZeneca bearing all necessary costs and expenses in relation thereto.
- 7.2 The Supplier will observe all copyright in written material, including computer software, belonging to AstraZeneca or any third party, and the Supplier will not make any unauthorised copies of such material or software.
- 7.3 The Supplier will indemnify AstraZeneca against any claim for infringement of Letters Patent, Registered Designs, Trade Marks or Copyright arising from the use by AstraZeneca of the Services supplied by the Supplier and against all costs and damages which AstraZeneca may incur in any action for such infringement or for which AstraZeneca may become liable in any such action.
- 7.4 Each Party acknowledges that the other party owns certain inventions, processes, know-how, trade secrets, improvements and other Intellectual Property which have been independently developed by each Party and which relate to that Party's business or operations. It is acknowledged by the Intellectual property owned by either Party on the date of this Agreement will remain the exclusive property of the owning party. The Supplier grants AstraZeneca and its Affiliates and their suppliers, employees, contractors, agents and advisors a non-exclusive, royalty free, worldwide perpetual licence to use such pre-existing intellectual property of the Supplier as is necessary to make use of the Services or anything arising therefrom for AstraZeneca's or its Affiliates' business purposes.

8 Relationship of the Parties

The relationship of the Parties under this Agreement is that of independent contractors. The Supplier will not make any purchase or incur any liability on behalf of AstraZeneca nor in any way bind AstraZeneca nor do anything likely to cause the Supplier to be taken by third parties as acting as an agent of AstraZeneca except with AstraZeneca's specific prior written authorisation.

9 Termination

- 9.1 Unless the Purchase Order specifies otherwise, this Agreement will continue until completion of the Services, subject to earlier termination as specified herein. AstraZeneca may at any time give the Supplier written notice of immediate termination of this Agreement in which case Supplier shall take all reasonable steps to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of the Supplier's contractual obligations to its suppliers. AstraZeneca will be responsible for any charges properly incurred by Supplier in accordance with the agreed timelines for the provision of the Services, prior to, or as a result of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt the Supplier shall be obliged to mitigate its losses at all times and AstraZeneca shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.
- 9.2 AstraZeneca may terminate this Agreement immediately by notice in writing if the Supplier shall:
- 9.2.1 Commit any breach of any terms of this Agreement or of any of the policies, rules and regulations referred to herein, including but not limited to AstraZeneca's Code of Conduct and AstraZeneca's Anti-Bribery and Anti-Corruption policy; or
- 9.2.2 Be guilty through its officers, employees or agents of any misconduct and/or other conduct calculated to be prejudicial to AstraZeneca's interests or to the efficient performance of the Services; or
- 9.2.3 Neglect, fail, refuse or be unable to perform all the Services hereunder to the standards reasonably required by AstraZeneca; or
- 9.2.4 Become insolvent or make an arrangement with its creditors or have a liquidator or a receiver appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction).
- 9.3 Either Party may terminate this Agreement upon providing 30 days' written notice to the other party for any reason whatsoever.
- 9.4 Upon termination of this Agreement the Supplier shall immediately deliver up to AstraZeneca all copies of and other embodiments of any of the Confidential Information and all other correspondence, documents, specifications, and any other property belonging to AstraZeneca which may be in its possession.

10 Data Protection

- 10.1 Where the Supplier processes personal data on behalf of AstraZeneca for the purposes of this Agreement, the Supplier will be a data processor. The Supplier warrants to AstraZeneca that it:
- 10.1.1 Will process such personal data only on behalf of AstraZeneca for the purposes of performing this Agreement or in accordance with AstraZeneca's instructions from time to time.
- 10.1.2 Will not appoint any sub- data processors without the prior written consent of ASTRAENECA and in any event only provided such sub-data processors are engaged on terms providing equivalent rights to AstraZeneca against the sub-data processors and equivalent protection in relation to the personal data to those set out in this Agreement;
- 10.1.3 Will take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data including without limitation any security provisions which are advised to the Supplier by AstraZeneca;
- 10.1.4 Will ensure that those employees who have access to personal data in providing the Services have undergone reasonable levels of training on data protection;
- 10.1.5 Will not disclose any personal data to any third party without the prior written consent of AstraZeneca and;
- 10.1.6 Will not process such personal data outside the European Economic Area without the prior written consent of AstraZeneca and then subject to any reasonable additional restrictions set by AstraZeneca.
- 10.2 The Supplier agrees, and will procure that any sub-data processor agrees, that AstraZeneca or its agents may at any time after giving reasonable notice require such reasonable rights of access and audit as may be required to assess the Supplier's or sub-data processor's compliance with Clause 10.
- 10.3 In the event of any unauthorized or accidental access to or use or disclosure of any personal data for which AstraZeneca is the data controller, or the Supplier having reasonable belief that any such access, use or disclosure has occurred, Supplier shall (1) notify AstraZeneca immediately providing reasonable detail of the impact on AstraZeneca of the access, use and disclosure and the corrective action taken or to be taken and (2) will take any action required by applicable law pertaining to such access, use or disclosure.
- 10.4 The Supplier shall indemnify AstraZeneca against any fines, loss or damage which AstraZeneca may sustain or incur as a result of any breach by the Supplier of the provisions of this Clause 10.
- 10.5 Ownership in the personal data referred to in this Clause 10, and in the underlying intellectual property rights for such data, will remain with AstraZeneca and/or its licensors.

11 Notice

- 11.1 Any notice required by this Agreement to be given to either Party shall be in writing and shall be served by sending the same by recorded delivery post to the address of the other party stated in this Agreement or such other address as may from time to time have been notified by a notice given in accordance with this clause.
- 11.2 Any notice given in accordance with Clause 11.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was posted. **12 Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Kingdom of Saudi Arabia and shall be subject to the exclusive jurisdiction of the competent courts of Saudi Arabia. Any dispute arising in connection with this Agreement, including its validity, interpretation and execution, that the Parties cannot amicably settle within 15 days may be submitted by either party to the exclusive jurisdiction of the competent courts of Saudi Arabia.

13 Amendment or Variation

Any amendment or variation to this Agreement should be made in writing and signed by both Parties.

14 Warranties

- 14.1 AstraZeneca shall be relying upon the Supplier's skill, expertise and experience in providing the Services, the accuracy of all representations and statements made by the Supplier and the advice given by the Supplier in connection with the provision of the Services.
- 14.2 The Supplier represents and warrants that:

- 14.2.1 It declares that it does not have any financial interest in AstraZeneca; any immediate relatives or close friends with a financial interest in AstraZeneca; any personal bias or inclination which would in any way affect their decisions in relation to AstraZeneca and it does not have any personal obligation, allegiance or loyalty which would in any way affect their decisions in relation to AstraZeneca.
- 14.2.2 It undertakes to make a further declaration detailing any conflict, potential conflict or apparent conflict which may arise during the contract period. It agrees to abstain from any decision where such a conflict arises.
- 14.2.3 It has full capacity and authority to enter into this Agreement and to supply Services on the terms herein provided;
- 14.2.4 The provision and/or use of the Services will not in any way constitute and infringement or other violation of any Intellectual Property rights of any third party;
- 14.2.5 In all countries where the Services are provided or made available, it shall comply with all applicable laws and relevant regulations and it shall obtain and maintain at its own cost all necessary licences, consents and permits required for it to perform the Services

15 Use of Name

The Supplier shall not mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of AstraZeneca or any of its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of AstraZeneca any such consent must be given for each occurrence.

16 Assignment

This Agreement and any obligations hereunder may be assigned or transferred by AstraZeneca to an Affiliate.

17 Validity

Should any of these terms and conditions become void or are otherwise unenforceable for any reason, the validity of the remaining provisions and of the provision in question to the extent that it is not void or otherwise unenforceable, shall not be affected thereby and the Parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar effect.

18 Code of Ethics

The Supplier represents and warrants and undertakes that it will perform its agreement(s) with AstraZeneca and operate its business in compliance with all applicable laws and regulations and to ethical standards that are consistent with AstraZeneca's Global Expectations of Suppliers (<https://www.AstraZeneca.com/content/dam/az/our-company/Documents/Global-Standard-Expectations-of-Third-Parties.pdf> as amended from time to time, in particular those principles in the section headed "#Anti-Bribery and Anti-Corruption". Supplier further represents and warrants and undertakes that it will not take any action that will cause any AstraZeneca group company to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act. Upon AstraZeneca's reasonable request, Supplier shall allow AstraZeneca or (at AstraZeneca's reasonable discretion) a designated third party to audit Supplier's premises, sites and records to verify Supplier's performance and processes in relation to the maintenance of appropriate ethical standards, in accordance with the requirements of this Agreement. Where AstraZeneca requires the audit is to be undertaken by a designated third party, supplier agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Supplier. Supplier agrees that AstraZeneca shall be entitled to review such audit report and all supporting documents in relation to the audit.

19 Policies

The Supplier shall adhere to all policies, procedures, regulations and rules which are applicable on the public website of AstraZeneca to which the Supplier may have access whilst providing the Services.

20 Audit Rights

Upon AstraZeneca's reasonable request, the Supplier shall allow AstraZeneca or a designated third party to audit the Supplier's premises, sites, and records to verify the Supplier's performance in accordance with the requirements of this Agreement. The Parties shall bear their own costs of an audit, unless AstraZeneca requires the audit to be undertaken by a designated third party the Supplier agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of the Supplier. The Supplier agrees that AstraZeneca shall be entitled to review such audit report and all supporting documents in relation to the audit.

21 Binding Effect

This Agreement becomes a final and binding agreement on the Supplier on receipt of the purchase order unless the Supplier sends a written notification of rejection of the purchase order to AstraZeneca within 24 hours after receipt of the purchase order. Any alterations, modifications or additions made to this Agreement will be deemed of no effect unless expressly accepted in writing and signed by an AstraZeneca Representative.