

Organon Malaysia Sdn Bhd

Revised on 18th May 2021

ARTICLE 1: TERM

1.1 These terms and conditions shall become effective upon receipt by VENDOR and shall continue in full force and effect until modified or terminated by ORGANON.

ARTICLE 2: TERMS AND CONDITIONS

2.1 ACCEPTANCE: Any Purchase Order issued by ORGANON (“ORGANON Purchase Order”) under these terms and conditions shall become a binding contract when accepted by acknowledgment or commencement of performance within the acceptance time frame set forth in said ORGANON Purchase Order.

Any different or additional terms or conditions in any VENDOR quotation, acknowledgment, or invoice shall constitute a counteroffer and no contract shall exist unless accepted in writing by ORGANON. These terms and conditions (while in effect) shall be incorporated into and made part of all ORGANON Purchase Orders and the VENDOR's performance of its obligations and each party's rights created by such ORGANON Purchase Orders shall be governed in accordance with these terms and conditions.

The provisions of any existing written contract between ORGANON and VENDOR for the same goods or services shall take precedence over any inconsistent terms or conditions contained in any ORGANON Purchase Order. Any inconsistent term or condition in a particular ORGANON Purchase Order will prevail over these terms and conditions. ORGANON may, from time to time, change, remove or supplement any of these terms and conditions.

2.2 INSPECTION: ORGANON shall have the right to inspect and/or test the goods and/or services of the VENDOR at all times and places. Any inspection and/or testing by ORGANON shall not constitute acceptance or approval of any goods or services or constitute or operate as a waiver of any defect or any rights or remedies available under the ORGANON Purchase Order or at law.

2.3 QUALITY: All purchases are subject to ORGANON's approval notwithstanding prior inspection or payment and, if not satisfactory or in accordance with specifications, may, at ORGANON's sole option be returned to VENDOR at VENDOR's expense for transportation both ways. VENDOR warrants that the goods sold pursuant to any ORGANON Purchase Order conform to all VENDOR drawings, specifications, samples and other written descriptions furnished to ORGANON and are new, unused and under all applicable manufacturers' warranties and unless otherwise expressly specified in the ORGANON Purchase Order, are fit for the purpose(s) represented by VENDOR, and are merchantable, of highest quality and workmanship and free from defects. VENDOR shall promptly repair or replace, at no cost to ORGANON, any part of the goods ORGANON finds to be defective at any time within one (1) year of acceptance. If the VENDOR fails to replace or repair the goods, ORGANON shall be entitled to terminate the ORGANON Purchase Order and/or replace or repair such goods in which event, the VENDOR shall wholly indemnify ORGANON for any costs or damages incurred. The VENDOR warrants that the services provided conform to all VENDOR specifications and descriptions furnished to ORGANON and are of the highest quality. The VENDOR shall allocate sufficient resources, equipment and labour so as to duly perform the services under

the ORGANON Purchase Order to the reasonable satisfaction of ORGANON. If any of the services provided are not in accordance with the specifications and descriptions or not to the reasonable satisfaction of ORGANON, ORGANON may require the VENDOR by written notice to re-perform such services at no cost to ORGANON.

In addition to the foregoing warranties, VENDOR shall pass to ORGANON, any and all manufactures' warranties.

Data Integrity: Any documentation or data relevant to activities performed, including without limitation any GMP documentation, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data / documentation.

2.4 QUANTITY: Any goods shipped by VENDOR in excess of the quantity designated in any ORGANON Purchase Order or tolerance from quantity previously agreed to in writing may be returned by ORGANON at VENDOR's sole expense.

2.5 PRICE: The price of the goods and/or services shall be that stated in the ORGANON Purchase Order. The prices set forth in any ORGANON Purchase Order shall not be increased without ORGANON's prior written consent. If a price is not stated for any item in any ORGANON Purchase Order, the VENDOR shall invoice such items at their then current list price less any applicable price discounts. If at any time during the life of any ORGANON Purchase Order, VENDOR shall quote or sell, at lower net prices, similar goods or services under similar conditions and in similar quantities, such lower prices shall be substituted for the prices identified in said ORGANON Purchase Order.

Vendor will supply notice to ORGANON's Procurement Group when 80% of the maximum PO amount has been reached.

2.6 PAYMENT: If VENDOR is enabled to transact business with ORGANON electronically, VENDOR agrees to submit invoices in electronic form to ORGANON's Accounts Payable organization through the ORGANON approved electronic method. If VENDOR is not so enabled, it agrees to submit invoices to ORGANON's Accounts Payable organization at B-22-1 & B-22-2, The Ascent Paradigm, No. 1, Jalan SS 7/26A, Kelana Jaya, Petaling Jaya 47301, Selangor Darul Ehsan, Malaysia.

ORGANON shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from posting of a properly prepared invoice. In the event that any goods and/or services provided to ORGANON are not in accordance with the terms and conditions of the ORGANON Purchase Order, ORGANON shall be entitled to withhold payment of all or part of the VENDOR's invoice.

2.7 PAYMENT DISCOUNTS: If any VENDOR invoice is subject to any payment discount, the discount period shall be calculated from the date the invoice is received by ORGANON's Invoice Processing Department.

2.8 SHIPMENT: Shipment of all products purchased under any ORGANON Purchase Order shall be made in accordance with the terms and conditions appearing in said ORGANON Purchase Order.

2.9 DELIVERY: Delivery shall be made on the date as specified in the ORGANON Purchase Order. The VENDOR shall notify ORGANON immediately in writing of any situation which may delay or threaten to delay the timely performance of any ORGANON Purchase Order. All or any portion of any ORGANON Purchase Order may, at ORGANON's option, be cancelled without liability by ORGANON if delivery is not made as or when specified in said ORGANON Purchase Order and these terms and conditions. In such an event, ORGANON shall be entitled to purchase the goods and/or services from another vendor, in which event VENDOR shall be liable for any loss or damage incurred by ORGANON, including but not limited to the cost of obtaining such goods and/or services.

2.10 INDEMNITY: The VENDOR hereby releases and shall indemnify and hold harmless ORGANON and its directors, officers and employers against all loss, costs, damages and expenses (including legal fees and expenses) incurred by ORGANON whether direct or indirect, in respect of damages to or loss of property by reason of any default, negligence or breach by the VENDOR or its officers, employees, agents, representatives, sub-contractors and/or sub-vendors.

2.11 FORCE MAJEURE: Neither party shall be liable to the other for failure to perform when and as specified in these terms and conditions or in any ORGANON Purchase Order if such failure to perform is caused by war, fire, flood, strike, labour dispute, accident, riot, act of God, act of government authority, or other contingencies beyond the control of the non-performing party interfering with said party's ability to perform its obligation hereunder.

2.12 ASSIGNMENT: VENDOR shall not assign, in whole or in part, to any person, firm, corporation or government agency, its rights, interest or obligations under any ORGANON Purchase Order placed pursuant to these terms and conditions without ORGANON's prior written consent.

2.13 RECORDS AND RIGHTS TO AUDIT: ORGANON shall have the right to examine and audit the books and records of VENDOR at any reasonable time. Such books and records will be maintained for four (4) years in accordance with generally accepted accounting principles and will be adequate to enable determination and substantiation of: (1) the accuracy of any payments required to be made under the relevant ORGANON Purchase Order; and (2) compliance with the provisions of the relevant ORGANON Purchase Order. VENDOR shall ensure that all requirements in this Clause are incorporated into all subcontracts at any tier.

2.14 WORK ON ORGANON'S PREMISES: If any ORGANON Purchase Order requires VENDOR's performance of labour on ORGANON's premises, VENDOR shall indemnify and protect ORGANON and its directors, officers and employees against all liability for injury or damages to persons or property, settlements and costs, including attorneys' fees, and shall furnish a certificate from its insurance carrier showing that it carries Workmen's Compensation, Public Liability and Property Damage Insurance coverage in forms and amounts which ORGANON may require.

2.15 EXTRAS: VENDOR shall not charge ORGANON for insurance on shipments, or for packing, crating or drayage unless ORGANON expressly agrees, in writing, to such charges.

2.16 NON-EXCLUSIVITY: The parties understand and agree that neither these terms and conditions nor any ORGANON Purchase Order shall create rights or obligations of exclusivity inuring to the benefit of VENDOR. Nothing in these terms and conditions or in any ORGANON Purchase Order shall limit ORGANON's right to, at all times, purchase goods and/or services from other vendors.

2.17 INDEPENDENT CONTRACTOR: In the performance of any ORGANON Purchase Order placed hereunder, VENDOR shall at all times act as and be deemed an independent contractor. Nothing in these terms and conditions or in any ORGANON Purchase Order placed hereunder shall be construed to render VENDOR or any of its employees, agents or officers, an employee, joint venturer, agent or partner of ORGANON. VENDOR is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of ORGANON. It is understood that the employees, agents, methods, facilities and equipment of VENDOR shall at all times be under its exclusive direction and control.

2.18 GOVERNING LAW: These terms and conditions and any contract created by any ORGANON Purchase Order placed hereunder shall be governed by the laws of Malaysia, without regard to conflict of laws principles.

2.19 DISPUTE SETTLEMENT: Notwithstanding anything to the contrary in the ORGANON Purchase Order, any dispute shall be referred to and finally resolved by arbitration in Malaysia in accordance with the rules of the Kuala Lumpur Regional Centre For Arbitration (“KLRCA”) for the time being in force which rules are deemed incorporated herein by reference. The arbitration shall be conducted by three arbitrators appointed by the parties within seven (7) days of written notice to the KLRCA regarding the Dispute, and, in default, by the President of the Court of Arbitration of the KLRCA on the written request of any party. The language of the arbitration shall be in English. The proceedings including all documents and statements shall remain confidential. All reasonable costs, fees and expenses (including legal fees and expenses) of the arbitration, shall be borne by the unsuccessful party.

2.20 SEVERABILITY: In the event that any provision of these terms and conditions or any ORGANON Purchase Order shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of these terms and conditions or any ORGANON Purchase Order either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable substantially affect the rights or obligations granted to or undertaken by either ORGANON or VENDOR.

2.21 ENTIRE AGREEMENT: Except as provided in Article 2.1, terms and conditions herein represent the entire agreement between ORGANON and VENDOR and supersede any prior undertakings, agreements, representations, warranties or inconsistent or additional provisions heretofore made by VENDOR.

Neither these terms and conditions nor any ORGANON Purchase Order hereunder may be altered except in a subsequent writing signed by ORGANON.

2.22 HEADINGS: The headings of the provisions of these terms and conditions are inserted for convenience only and shall not constitute a part hereof.

2.23 INTELLECTUAL PROPERTY: The VENDOR warrants that the use or sale of goods and/or services delivered hereunder will not infringe the claims of any patent or any other intellectual property rights. The VENDOR agrees to defend at its sole expenses all suits based upon any alleged patent or intellectual property infringement and to hold ORGANON harmless from damages resulting therefrom. The VENDOR will not apply for any Letters Patent or Registered Design for Goods supplied against ORGANON's specifications, drawings, samples or descriptions of the goods and/or

services provided hereunder.

2.24 RIGHTS TO DATA: All drawing, plans, specifications, and data developed or produced under the relevant ORGANON Purchase Order shall become the property of ORGANON.

2.25 TERMINATION: Without prejudice to any rights that ORGANON shall have against the VENDOR, ORGANON shall have the right to terminate any ORGANON Purchase Order, in whole or in part by giving written or telegraphic notice to the VENDOR. Upon receipt of such notice, the VENDOR shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders for materials, facilities and suppliers and shall make every reasonable effort to procure cancellation of all such existing orders or contracts upon terms satisfactory to ORGANON. The VENDOR shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect material, plant and equipment on such work or in transit thereof. In case of such termination, it is agreed that the VENDOR shall be entitled to prorated compensation for the unpaid portion of the contract already performed, including material for which firm contracts have been made, to which ORGANON shall be entitled. The foregoing shall be the sole remedy available to the VENDOR in the event of termination.

2.26 RISK AND TITLE: The VENDOR warrants and represents with respect to the goods purchased that it is the sole and absolute beneficial owner of such goods and that the title and property in such goods are free from any claims, liens, charges or encumbrances of any nature. The risk and property in the goods purchased pursuant to an ORGANON Purchase Order shall remain the responsibility of the VENDOR and be at the VENDOR's risk until the goods have been delivered by the VENDOR to ORGANON and accepted by ORGANON.

2.27 WAIVER: The failure by ORGANON to enforce at any time or for any period any one or more of the terms and conditions of the ORGANON Purchase Order shall not be a waiver of any such right or of the right at any time subsequently to enforce any or all terms and conditions of the ORGANON Purchase Order.

2.28 DATA PRIVACY AND SECURITY: In the course of providing goods and/or while performing services pursuant hereto, VENDOR agrees that when collecting, accessing or using any personal information that can identify an individual, VENDOR will collect, access, use and disclose only the minimum information necessary to enable VENDOR to perform its obligations and that it will do so only in accordance with ORGANON's instructions and in compliance with the Personal Data Protection Act of 2010, its regulations and guidelines, or where disclosure is required by law; such required disclosure shall be reported to ORGANON by VENDOR in sufficient time prior to any such disclosure as to allow ORGANON to take any protective action it deems necessary. VENDOR agrees to protect such information from loss, misuse, unauthorized access, disclosure, alteration or destruction and promptly notify ORGANON of any loss of, misuse of, unauthorized access to, disclosure of, alteration to or destruction of such information of which VENDOR becomes aware.

- 2.29 ORGANON's BUSINESS PARTNER CODE OF CONDUCT:** ORGANON endeavors to hold itself and its VENDOR to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of the VENDOR's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this ORGANON Purchase Order, including without limitation its obligations hereof, VENDOR agrees that it will abide by the letter and spirit of

ORGANON's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at <http://www.organon.com/about/how-we-operate/code-of-conduct/home.html>. VENDOR agrees that it will provide all documentation reasonably requested by ORGANON to demonstrate compliance with the Code. In the event of a conflict between the obligations in this Clause and the Code, on the one hand, and any other provision in this ORGANON Purchase Order, on the other hand, such other provision of this ORGANON Purchase Order shall control (but only to the extent of the conflict). ORGANON reserves the right, in its sole discretion, to audit VENDOR's operations, books and records to ensure compliance with the Code. ORGANON will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. VENDOR shall acknowledge receipt of ORGANON's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within fourteen (14) days after receipt of such notice. ORGANON or its third-party auditor may interview VENDOR's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this ORGANON Purchase Order. In the event an audit identifies a non-conformance by VENDOR with the Code, VENDOR will promptly take corrective action to remedy the non-conformance. ORGANON reserves the right to approve all corrective actions. Corrective actions shall be implemented by VENDOR at VENDOR's expense. ORGANON will endeavor, whenever practicable, to work with VENDOR to remedy the issue and put in place a corrective action plan. In the event VENDOR refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this ORGANON Purchase Order, at law or in equity, ORGANON reserves the right to terminate this ORGANON Purchase Order in the event VENDOR fails to cure such refusal or failure within ninety (90) days after written notice from ORGANON.

2.30 SUPPLIER EXPECTATIONS: Without limiting any of VENDOR's other obligations hereunder and without limiting any of the express warranties or obligations agreed to elsewhere in this ORGANON Purchase Order, including without limitation its obligations hereof, ORGANON expects that VENDOR will abide by the letter and spirit of ORGANON's Supplier Performance Expectations, as in effect from time to time, a copy of which is available at <http://www.organon.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this Clause and ORGANON's Supplier Performance Expectations, on the one hand, and any other provision in this ORGANON Purchase Order, on the other hand, such other provision of this ORGANON Purchase Order shall control (but only to the extent of the conflict).

2.31 CONFIDENTIALITY: The VENDOR and all its officers, agents, employees and/or representatives undertake to treat as confidential all information acquired in consequence of an ORGANON Purchase Order ("Information"). The VENDOR shall ensure that any such confidential information is not disclosed by any and all its officers, agents, employees and/or representatives without the prior written consent of ORGANON. VENDOR shall promptly notify ORGANON of any order or request by a governmental authority for Information and shall provide reasonable assistance requested by ORGANON in preparing and filing any request for confidentiality with such governmental authority. VENDOR understands and agrees that any use or disclosure of Information in violation of these terms and conditions will cause ORGANON irreparable harm without an adequate legal remedy and shall therefore entitle ORGANON to injunctive relief from any court having jurisdiction, notwithstanding the provisions of Clause 2.19.

2.32 RIGHTS OF THIRD PARTY: This ORGANON Purchase Order shall not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act

(Cap. 53B) (the “Act”) but this clause does not affect any right or remedy of a third party which exists or is available apart from that Act.