

PURCHASE ORDER TERMS & CONDITIONS

For **ORGANON Israel** Purchase Orders (Revised 20th May 2021)

1. ACCEPTANCE:

Any PURCHASE ORDER issued by Organon Pharma Israel Ltd ("ORGANON") under these terms and conditions shall (together with such terms and conditions) become a binding contract when accepted by acknowledgment of SUPPLIER or commencement of performance by SUPPLIER within the time frame therefore set forth in said PURCHASE ORDER. Any different or additional terms or conditions in any SUPPLIER quotation, acknowledgment, commencement, or invoice shall constitute a counteroffer and no contract shall exist unless accepted in writing and signed by ORGANON. Notwithstanding the foregoing, if SUPPLIER has commenced performance prior to ORGANON's written acceptance aforesaid, then said different or additional terms shall be deemed null and void and these terms and conditions shall prevail. ORGANON may, from time to time, change or supplement these terms and conditions. For avoidance of doubt, and notwithstanding the above, nothing in these terms and conditions is intended to supersede the terms of any agreements between ORGANON and SUPPLIER that pre-date these terms and conditions.

2. CHANGES:

ORGANON may, at any time, direct in writing additions, deletions, or changes to all or any part of the scope of the PURCHASE ORDER, and SUPPLIER agrees to perform such work as changed. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, SUPPLIER shall submit detailed information substantiating such claims. If required, an equitable adjustment shall be made to the price or time of performance, or both, and the PURCHASE ORDER shall be modified in writing accordingly. Should SUPPLIER agree to such changes, the PURCHASE ORDER shall be deemed as including the agreed changes. In case such changes increase or decrease the costs or payments for the goods or services, SUPPLIER shall inform ORGANON and get its prior written approval.

3. QUALITY:

All goods 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 SUPPLIER at SUPPLIER's expense for transportation both ways and the amounts paid therefore by ORGANON promptly refunded to ORGANON. All services 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 performed at SUPPLIER's expense to ORGANON's satisfaction or the amounts paid therefore by ORGANON promptly refunded to ORGANON.

SUPPLIER warrants that the goods sold pursuant to any PURCHASE ORDER (including without limitation any goods provided in connection with services) conform to all SUPPLIER drawings, specifications, samples and other written descriptions furnished to ORGANON, are new, unused and under all applicable manufacturers' warranties unless otherwise specified in the PURCHASE ORDER, are fit for the purpose(s) represented by SUPPLIER, and are merchantable, of highest quality and workmanship and free from defects. SUPPLIER 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. In addition to the foregoing warranties, SUPPLIER shall pass to ORGANON any and all manufacturers' warranties.

SUPPLIER warrants that the services pursuant to any PURCHASE ORDER shall be performed in a professional workmanlike manner, in conformity with standard practices and all applicable laws, rules and regulations, and shall be fit for the purpose(s) represented by SUPPLIER and of highest quality and workmanship.

If ORGANON chooses to accept defective or nonconforming goods and/or services, ORGANON may do so. In such event, the price set forth in the relevant PURCHASE ORDER shall be reduced by the difference between (1) the value as set forth in the relevant PURCHASE ORDER and (2) the value of the goods and/or services (as appropriate) as accepted, as reasonably determined by ORGANON.

4. QUALITY ASSURANCE AND GOOD MANUFACTURING PRACTICE:

(a) The SUPPLIER shall comply with the principles and guidelines of Good Industry Practices in the performance of its services and where applicable, Good Manufacturing Practice (GMP) set out in Commission Directive 2003/94/EC.

(b) The SUPPLIER shall ensure that all personnel employed by it to perform the services shall have received and shall continue to receive appropriate training by qualified persons in the theory and application of the concept of quality assurance and Good Industry Practices, and where applicable GMP,

and in the provision of calibration and maintenance services and shall have the necessary qualifications and practical experience in the provision of such services. Upon request, the Supplier shall provide ORGANON with appropriate evidence of the Supplier's compliance with this sub clause.

5. **PRICE:** The prices set forth in any PURCHASE ORDER shall not be increased without ORGANON's prior written consent. If a price is not stated for any goods and/or services in any PURCHASE ORDER, SUPPLIER shall invoice such goods and/or services at their then current list prices less any applicable price discounts. If, at any time during the performance of any PURCHASE ORDER, SUPPLIER shall quote or sell, at lower net prices, similar goods and/or services under similar conditions and (as to goods) in similar quantities, such lower prices shall be substituted for the prices identified in said PURCHASE ORDER.

6. **PAYMENT and PAYMENT DISCOUNTS:** SUPPLIER agrees to submit invoices to ORGANON's Accounts Payable organization at:

Organon Pharma Israel Ltd.
O-Tech Building, Atir Yeda St. 1
Kfar-Saba, Israel 4464301
Email: invoiceisrael@organon.com

ORGANON shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any PURCHASE ORDER, payment shall be made in accordance with those terms and conditions, subject to applicable law. If any SUPPLIER 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. ORGANON will be entitled to return any invoice and withhold payment of the price and/or any other amounts charged by the SUPPLIER to ORGANON until an invoice complying with the requirements of this clause is presented to it.

7. REJECTION:

a) If any of the services pursuant to the PURCHASE ORDER does not comply with the PURCHASE ORDER or with any term of this Agreement including quantity, quality or description, ORGANON shall be entitled to reject those services at any time after delivery or completion irrespective of whether ORGANON has accepted them or made payment for them. Any acceptance of such services by ORGANON shall be without prejudice to any rights that ORGANON may have against the SUPPLIER, including but not limited to those set out in clause 7(b).

b) In the event of rejection of Works under clause 7(a), ORGANON may at its absolute discretion;

- i. seek recovery of sums paid to the SUPPLIER in respect of the rejected services as a debt, or
- ii. seek alternative works or services from the SUPPLIER which alternative shall in all respects comply with the terms of clauses 1, 3 and 4 hereof, or
- iii. replace the rejected services with services carried out by another in accordance with the Agreement as near as practicable to the same specifications as circumstances shall permit. As appropriate ORGANON shall be entitled to return any rejected works or services, carriage forward, to the SUPPLIER at the risk of the SUPPLIER.

8. SHIPMENT AND DELIVERY:

Shipment of all goods purchased pursuant hereto shall be effected as set forth in the PURCHASE ORDER. Unless otherwise expressly set forth in the relevant PURCHASE ORDER, SUPPLIER shall not charge ORGANON for insurance on shipments of goods, or for packing, crating, or drayage of goods. SUPPLIER shall notify ORGANON immediately of any situation that may delay or threaten to delay the timely delivery and/or performance of any PURCHASE ORDER. All or any portion of any PURCHASE ORDER may, at ORGANON's option, be canceled without liability by ORGANON, if delivery is not made as or when specified in said PURCHASE ORDER and these terms and conditions.

9. "HASSLE-FREE" RETURN/REPLACEMENT POLICY:

Any goods shipped by SUPPLIER in excess of the quantity designated in any PURCHASE ORDER or tolerance from quantity previously agreed to in writing may be returned by ORGANON at SUPPLIER's sole expense.

For goods and/or services purchased pursuant hereto with a price (as to services) or unit price (as to goods) under \$1,000, ORGANON shall be entitled to a "hassle free" return/ replacement policy as follows: If an end user has not received the goods and/or services ordered or has deemed the goods and/or services delivered by the SUPPLIER to be unacceptable for any reason, the SUPPLIER shall immediately provide the correct goods and/or services upon notification, or (as to goods) at ORGANON's sole discretion, accept a return of the original goods shipped to ORGANON without question.

In such latter event, restocking fees, freight charges, or any other new or additional charges will not be imposed upon ORGANON. If replacement goods are available, they will be provided at the price set forth in the PURCHASE ORDER. The cost of any returned goods will be credited to ORGANON, and any costs associated with the return of goods to the SUPPLIER will be borne by the SUPPLIER.

10. 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 PURCHASE ORDER if such failure to perform is caused by war, fire (outside of the reasonable control of the party claiming the force majeure), flood, strike, labor dispute, accident (outside of the reasonable control of the party claiming the force majeure), riot, act of God, act of governmental authority, or other contingencies beyond the control of the non-performing party interfering with said party's ability to perform its obligations hereunder, provided that the nonperforming party has taken reasonable efforts to overcome the force majeure event and to perform to the extent possible under the circumstances.

11. ASSIGNMENT: SUPPLIER shall not assign, in whole or in part, to any person, firm, corporation, governmental agency, or any other third party its rights, interests or obligations under any PURCHASE ORDER placed pursuant to these terms and conditions without ORGANON's prior written consent.

12. RECORDS AND RIGHTS TO AUDIT: ORGANON shall have the right to examine and audit the books and records of SUPPLIER at any reasonable time. Such books and records will be maintained for at least seven (7) 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 PURCHASE ORDER; and (2) compliance with the provisions of the relevant PURCHASE ORDER. SUPPLIER shall ensure that all requirements in this SECTION are incorporated into all subcontracts at any tier.

13. RIGHTS TO DATA: All drawings, plans, specifications, data and any other development made, or produced under the relevant PURCHASE ORDER shall become the property of ORGANON.

14. PROPRIETARY INFORMATION: In the course of providing goods and/or while performing services pursuant hereto and at any time prior or subsequent, SUPPLIER will not, without prior written approval of ORGANON, use for itself or for others, or disclose to any third party, any confidential information, knowledge or data of or regarding ORGANON, concerning any product, apparatus, process, formula, manufacturing method, or manner of doing business that may be used, developed, or investigated by SUPPLIER or may come to SUPPLIER's attention in the course of or in connection with providing the goods and/or performing the services (hereinafter individually and collectively referred to as "INFORMATION"). The obligations in this paragraph shall not apply to any information, knowledge or data already known to SUPPLIER or that, prior to the time of disclosure, are properly in the public domain.

SUPPLIER shall promptly notify ORGANON of any order or request by a governmental authority for information, shall coordinate with ORGANON the appropriate response to such order or request and, without derogating from the aforesaid, thereafter limit the disclosure of information in its response to the minimum necessary in order to reply. SUPPLIER shall provide reasonable assistance requested by ORGANON in preparing and filing any request for confidentiality with such governmental authority.

If so requested by ORGANON, SUPPLIER further agrees to require its employees to execute a nondisclosure agreement prior to providing goods and/or performing any services pursuant hereto. SUPPLIER 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.

15. DATA PRIVACY AND SECURITY:

a) Each party shall comply with Data Protection Law in connection with its obligations under this Agreement. For the purposes of this Clause, "Data Protection Law" means any applicable data protection or privacy laws to which either party, as applicable, is subject in connection with this Agreement.

b) The parties represent and warrant that in the event that either party provides personal data to the other party, including, without limitation, any individually identifiable health information, the party providing the personal data represents and warrants that it has obtained all necessary consents, approvals and authorisations to provide the personal data to the receiving party, and it is not violating any laws, rules or regulations, or the rights of any individual or entity, by providing such personal data. Upon request by the receiving party, the providing party shall provide documentation of any applicable consents, approvals and authorizations.

c) No personal data, other than the personal data necessary for the SUPPLIER to carry out the services hereunder, shall be provided by the SUPPLIER to ORGANON under this Agreement.

d) Data Integrity: Any documentation or data relevant to activities performed, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation, loss or unauthorised access. This applies to all documents or data under this Agreement, including without limitation those activities or services performed under current GCP, GMP, GDP and other applicable good practice standards. These items are required throughout the retention period of such data / documentation, and the Contractor warrants that it will maintain such protection throughout this period.

Any materials derived from humans (“Human Material”) must be properly collected with all necessary approvals, consents and/or authorizations for the collection, use and/or transfer of such Human Material as contemplated by the Agreement without any obligation on ORGANON to those who contributed the Human Material. SUPPLIER shall provide documentation of such approvals, consents, and authorizations upon ORGANON request.

16. INDEMNITY: SUPPLIER hereby releases and shall indemnify, defend and hold harmless ORGANON, and its subsidiaries and affiliates, and representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of SUPPLIER's employees, whether arising before or after delivery of the goods or completion of the services pursuant hereto and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUPPLIER, its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of any PURCHASE ORDER.

17. INSURANCE:

a). Without derogating from SUPPLIER's liability by law or under the Agreement, SUPPLIER shall, in connection with each PURCHASE ORDER, at its sole expense, maintain in effect at all times during the performance of the services under the PURCHASE ORDER insurance coverage with limits as follows:

Employer Liability \$1,500,000 per employee and \$5,000,000 per event * and in the aggregate per year in connection with the work covered under the PURCHASE. This shall include an Alternate Employer endorsement if ORGANON employees are directing the activities of SUPPLIER employees.

Commercial General Liability - Occurrence Form: Third Party Liability Insurance with limits of liability of not less than USD 500,000 per claim and in the aggregate per year.

Coverage for Bodily Injury/Property Damage-Each Occurrence, Personal and Advertising Injury, Products/Completed Operations, Contractual Liability \$500,000 Professional Liability with limits of liability of no less than \$500,000 per claim and in the aggregate per year.

Property

Applicable to ORGANON property held in SUPPLIER's care, custody and control (e.g., warehouse). ORGANON must be named as an additional insured or loss payee. * Limits commensurate with replacement value of property.

The Policies will provide coverage to the SUPPLIER, its agents and/or employees performing their duties including imputed liability. SUPPLIER will add ORGANON as additional insured to the Policies, subject to cross-liability clause. The Policies shall be primary, with no contribution by insurance of ORGANON, its parent company or any of their related companies. All deductibles or self-insured retentions shall be the responsibility of, and shall be borne by the SUPPLIER

b) The SUPPLIER shall deliver to ORGANON, prior to the commencement of work pursuant to the PURCHASE ORDER, Certificates of Insurance, as evidence that policies providing such coverage and limits of insurance are in full force and effect, with insurers within one of the top four rating in Israel, acceptable to ORGANON. These Certificates shall provide that not less than thirty (30) calendar days advance notice will be given in writing to ORGANON of any cancellation, nonrenewal, or material alteration of said insurance policies. All policies, shall name ORGANON its officers, directors and employees, as an additional insured and shall waive all rights of subrogation against ORGANON. Also, the SUPPLIER's insurance shall be primary with no contributions by ORGANON's insurers.

ORGANON shall not maintain any insurance on behalf of SUPPLIER covering loss or damage to the work or to any other property of SUPPLIER unless otherwise specifically set forth in the PURCHASE ORDER.

Notices, in original and one copy of cancellation, non-renewal and alteration of such policies shall be delivered to ORGANON's Purchasing Representative.

18. LAWS, REGULATIONS, AND PERMITS: SUPPLIER and all subcontractors of SUPPLIER shall abide by the requirements of applicable laws and regulations prohibiting discrimination against individuals based on their personal status, disabilities, age, race, color, religion, sex, sexual orientation, gender identity, beliefs, pregnancy, fertility treatments, parenthood, support of political party, serving military reserve force or national origin. Moreover, SUPPLIER, and its subcontractors take affirmative action to employ and advance in employment individuals without regard to any of the above criteria.

19. RELEASE AGAINST LIENS OR CLAIMS: SUPPLIER shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in connection with the goods and/or the services pursuant to these terms and conditions. ORGANON may require SUPPLIER to submit satisfactory evidence of payment and of all such claims. If there is any evidence of any such unpaid claim, ORGANON may withhold any payment until SUPPLIER has furnished such evidence of payment and release, and SUPPLIER shall indemnify and defend ORGANON against any liability or loss arising from any such claim. SUPPLIER agrees that no lien shall be filed by it or by any subcontractor against any

ORGANON property or improvements and in any event, shall provide for the release thereof. The SUPPLIER shall do all things necessary to permit ORGANON to file and index, as and to the extent provided and permitted by law, an appropriate waiver of liens in the form required by ORGANON, in the proper venue before SUPPLIER commences any work under the PURCHASE ORDER. Where applicable law prohibits or fails to recognize waivers of liens, SUPPLIER shall provide and execute a partial release of liens, and an affidavit of payment for debts and claims, and all other properly executed waivers or releases as typically provided in the state where the goods are delivered and/or the services are performed.

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

21. INDEPENDENT CONTRACTOR: SUPPLIER is an independent contractor, and all persons employed by SUPPLIER in connection herewith shall be its employees and not employees of ORGANON in any respect.

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

23. GOVERNING LAW: These terms and conditions and any contract created by any PURCHASE ORDER placed hereunder shall be governed by the laws of the State of Israel without reference to any rules of conflict of laws. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to these terms and conditions and shall not apply to any PURCHASE ORDER issued in connection herewith.

24. SEVERABILITY: In the event that any provision of these terms and conditions or any 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 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 shall substantially affect the rights or obligations granted to or undertaken by either ORGANON or SUPPLIER.

25. SUBSIDIARIES/AFFILIATES: If a subsidiary or affiliate of ORGANON is identified in the "Ship to" address in the relevant PURCHASE ORDER, then: (1) said PURCHASE ORDER shall be and be deemed to have been placed by such subsidiary or affiliate; and (2) the references to ORGANON in the NOTE TO

SUPPLIERS REGARDING TERMS AND CONDITIONS SECTION of said PURCHASE ORDER shall be and be deemed to be references to such subsidiary or affiliate; and (c) the references to ORGANON herein shall be and be deemed to be references to said subsidiary or affiliate; provided, however, the references to ORGANON in **SECTIONS 14, 15, 16 and 18** shall be and be deemed to be references to both such subsidiary or affiliate and all ORGANON entities.

26. ETHICS/CONFLICT OF INTEREST

- a) In its performance of this Agreement the SUPPLIER shall adhere to business practices that are in accordance with the letter and spirit of applicable laws and ethical principles as follows:
- i. All transactions in connection with this Agreement shall be accurately reflected in the SUPPLIER's records, and no funds or other assets shall be paid directly or indirectly to government officials, Healthcare Professionals or persons acting on their behalf or to representatives of the other businesses for the purpose of influencing government decisions or actions with respect to ORGANON's business
 - ii. ORGANON shall have the right to terminate this Agreement, without any penalty or obligation to pay damages, upon violation of the business practices mentioned in this clause by the SUPPLIER, its employees, agents, representatives, sub-contractors or consultants.
- b) ORGANON endeavours to hold itself and its SUPPLIER 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 SUPPLIER's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this Agreement, including without limitation its obligations under hereof, the SUPPLIER agrees that it will abide by the letter and spirit of the Buyer's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at https://www.organon.com/wp-content/uploads/sites/2/2021/05/Business-Partner-Code-Of-Conduct_v1.pdf.
- c) The SUPPLIER 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 26 and the Code, on the one hand, and any other provision in this Agreement, on the other hand, such other provision of this Agreement shall control (but only to the extent of the conflict).

- d) ORGANON reserves the right, in its sole discretion, to audit the Contractor'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. The SUPPLIER 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 14 days after receipt of such notice. ORGANON or its third-party auditor may interview the Contractor'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 Agreement.
- e) In the event an audit identifies a non-conformance by the SUPPLIER with the Code, the SUPPLIER 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 the SUPPLIER at the SUPPLIER's expense. ORGANON will endeavour, whenever practicable, to work with the SUPPLIER to remedy the issue and put in place a corrective action plan.
- f) In the event the SUPPLIER 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 Agreement, at law or in equity, ORGANON reserves the right to terminate this Agreement in the event the SUPPLIER fails to cure such refusal or failure within 90 days after written notice from ORGANON.

27. SUPPLIER EXPECTATIONS: Without limiting any of SUPPLIER's other obligations hereunder and without limiting any of the express warranties or obligations agreed to elsewhere in this Agreement, including without limitation its obligations hereof, ORGANON expects that SUPPLIER will abide by the letter and spirit of ORGANON's Supplier Performance Expectations (<https://www.organon.com/wp-content/uploads/sites/2/2021/04/Organon-Supplier-Performance-Expectations.pdf>), as in effect from time to time, a copy of which is available at https://www.organon.com/wp-content/uploads/sites/2/2021/05/Business-Partner-Code-Of-Conduct_v1.pdf. In the event of a conflict between the obligations in this SECTION 28 and ORGANON's Supplier Performance Expectations, on the one hand, and any other provision in the PURCHASE ORDER, on the other hand, such other provision of the PURCHASE ORDER shall control (but only to the extent of the conflict).

28. CONFLICT OF INTEREST: SUPPLIER undertakes to disclose to ORGANON, without delay, any and all circumstances existing at the time of signing of this PURCHASE ORDER or arising at any time during the term of the PURCHASE ORDER and involving SUPPLIER or any of its directors, officers, or

members of their respective family, or any of its employees engaged in the performance of the PURCHASE ORDER, or members of their respective family, which might constitute a conflict of interest for the business relationship between the parties. For avoidance of doubt, a conflict of interest may also arise if during the term of the PURCHASE ORDER, SUPPLIER's owners/directors/executives/officers accept any position with the Government or an HMO (Health Maintenance Organization) which may materially influence ORGANON's business in Israel. In the event of a suspected conflict of interest, the SUPPLIER must immediately notify ORGANON and ORGANON shall be entitled to terminate this Agreement with immediate effect upon notice to the SUPPLIER, in addition to any other remedy or right ORGANON is entitled to, under the law and/or under this Agreement. The supplier shall conduct its activities hereunder so as to avoid loss or embarrassment to ORGANON due to any real or apparent conflict of interest, and to require that all sub-contractors comply with such policy in connection with this Agreement.

29. DENIED PARTIES SELF-CERTIFICATION: SUPPLIER represents and warrants that it, or any of its legal representatives, is not listed on any of the U.S. or EU denied parties lists, or any other denied parties list issued by another jurisdiction which is applicable to the products or services supplied under the PURCHASE ORDER, as notified by ORGANON to the SUPPLIER from time to time, all of the foregoing collectively referred to as "Denied Parties Lists". As of the date of the Agreement, the Denied Parties Lists include, but are not limited to the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (the "SDN List") (<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>), the U.S. Commerce Department's Denied Persons List (<http://www.bis.doc.gov/dpl/thedeniallist.asp>) and Entity List (<http://www.bis.doc.gov/entities/default.htm>), and the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (http://eeas.europa.eu/cfsp/sanctions/consol-list/index_en.htm)

SUPPLIER further represents and warrants that it is not directly owned by 50% or more by a person and/or company listed on the SDN List.

SUPPLIER further represents and warrants that it shall notify ORGANON in writing immediately if it or any of its legal representatives become listed on any of the U.S. or EU denied parties lists or if it becomes owned by 50% or more by a person and/or company listed on the SDN List.

The SUPPLIER agrees that no products or technical data supplied under this Agreement will be exported, reexported, sold, distributed, or otherwise transferred to any legal entity listed on a U.S. or EU denied parties list, or any other denied parties list issued by another jurisdiction which is applicable to the products or technical data supplied under this Agreement.

In case of an inaccuracy in or a breach of the representations and warranties provided for above in this clause (which constitutes a material breach of this Agreement), ORGANON has the right, in its sole discretion, to terminate the

Agreement immediately and without penalty. SUPPLIER agrees to indemnify and hold harmless ORGANON for any and all damages resulting from any inaccuracy or breach of the representations and warranties provided for in this clause. This clause shall survive termination and cancellation of the PURCHASE ORDER.

30. EXCLUDED ENTITIES

a) For the purpose of this clause 30:

- i. A "Violation" shall mean that either the SUPPLIER, or any of its officers, directors, Key Employees or Key Sub-contractors has been: (1) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a) (<http://oig.hhs.gov/fraud/exclusions/authorities.asp>); (2) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (<http://oig.hhs.gov/fraud/exclusions.asp>) or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<http://www.epls.gov>); or (3) listed by any US Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (http://www.fda.gov/ora/compliance_ref/debar/) (each of (1), (2) and (3) collectively the "Exclusions Lists").
- ii. A "Key Employee" shall mean any employee of the SUPPLIER who performs any work in connection with the services.
- iii. A "Key Sub-contractor" shall mean any individual or other entity which, as a subcontractor or agent of the SUPPLIER, performs any work in connection with the services.

b) The SUPPLIER represents and warrants that prior to the date of this PURCHASE ORDER, it has screened itself, and its officers, directors Key Employees or Key Sub-contractors against the Exclusions Lists and that it has informed ORGANON whether it or any of its officers or directors has been in Violation. After the execution of the PURCHASE ORDER, the SUPPLIER shall notify ORGANON in writing immediately if any such Violation occurs or comes to its attention. If a Violation exists with respect to any of the SUPPLIER's officers, directors, Key Employees, or Key Sub-contractors, the SUPPLIER shall promptly remove such individual(s) or entities from performing any service, function or capacity related to the services. ORGANON shall also have the right, in its sole discretion, to terminate this Agreement immediately in the event of any such Violation.

31. PUBLICITY: SUPPLIER agrees not to advertise or otherwise make known to others any information regarding the PURCHASE ORDER. SUPPLIER further agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, any ORGANON company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of ORGANON, which consent may be withheld at ORGANON'S discretion.

32. ENTIRE AGREEMENT: Subject to SECTION 1, the terms and conditions herein, together with the relevant PURCHASE ORDER, represent the entire Agreement ("the Agreement") between ORGANON and SUPPLIER with respect to the goods and/or services set forth in said PURCHASE ORDER and supersede any inconsistent or additional provisions heretofore made by SUPPLIER. Neither these terms and conditions nor any PURCHASE ORDER placed by ORGANON hereunder may be altered except in a subsequent writing signed by ORGANON.