

VANTIVE CANADA PURCHASE ORDER TERMS AND CONDITIONS
(Purchase Order Terms and Conditions for Suppliers)

- 1) **AGREEMENT**: The following terms and conditions (these “**Terms and Conditions**”) are applicable to all quotations and orders between Vantive ULC (“**Vantive Canada**” or “**Buyer**”) or any of its affiliates designated in an Order and any provider of goods and/or services (the “**Seller**”). Each purchase order for goods and/or services issued by Buyer to Seller (each an “**Order**”) shall, upon acceptance by Seller by an expression of acceptance or commencement of performance, whichever occurs first, be a binding contract subject to these Terms and Conditions. Buyer objects to and rejects all additions, exceptions, or changes to these Terms and Conditions, whether contained in any printed form of Seller or elsewhere, unless Seller has obtained prior written approval from Buyer. To the extent there are any inconsistencies between these Terms and Conditions and the terms of an Order, the latter will control.
- 2) **PRICE**: Unless otherwise specified, the prices stated on the front of an Order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in any Order are no greater than those currently charged to any other buyer for similar quantities of goods and/or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer.
- 3) **PAYMENT TERMS**: Buyer will make undisputed payments for goods and/or services that meet all applicable requirements within ninety (90) days after the later of: (a) receipt of the goods or completion of performance of the services identified in the applicable Order; and (b) receipt of a complete invoice. Buyer may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any products, and the invoice will be adjusted for any errors, shortages and defects. Any billing dispute will not be cause for Seller’s non-delivery of goods or non-performance of services. Buyer shall have the right to update its payment terms from time to time, upon notice to Seller.
- 4) **REIMBURSEMENT OF EXPENSES**: Seller must obtain prior written approval from Buyer for reimbursement of any and all expenses.
- 5) **CHANGES**: Buyer may at any time make changes in the scope or quantity of the goods and/or services covered by an Order in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of such Order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.
- 6) **WARRANTY**: Seller covenants, represents and warrants that:
 - a) The goods and/or services ordered shall be merchantable; shall conform to the applicable Order, to specifications, drawings, and other descriptions referenced in the Order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances;
 - b) The goods (1) are not adulterated or misbranded within the meaning of the Food and Drugs Act R.S.C., 1985, c. F-27 (the “**Act**”), the Food and Drug Regulations (C.R.C., c. 870), or within the meaning of any applicable federal, provincial, territorial or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in the Act; (2) are in full compliance with all regulatory requirements of Health Canada and any other applicable regulatory authority; and (3) otherwise comply with all applicable laws and regulations or other legal requirements concerning the manufacture, processing, packaging, labelling, testing, storage and delivery of the goods;

- c) Seller will perform all services in a competent, professional and workmanlike manner and in compliance with all applicable laws, and it has the required qualifications and expertise to perform;
 - d) Seller will comply with Buyer's requirements (and any future modifications thereto), including those related to data privacy and information security;
 - e) Neither Seller nor any of its employees, or authorized subcontractors have: i) been listed by any federal or provincial, territorial or municipal agency as excluded, debarred, suspended, or otherwise ineligible to participate in their programs; ii) been convicted of any crime relating to any federal, provincial, territorial or municipal program; or iii) been included on the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar Canadian list;
 - f) No officer, director, partner, owner, principal, employee or agent of Seller is an employee of a governmental agency or is instrumentality in a position to influence the actions or decisions regarding the activities of Seller contemplated by any Order. Neither Seller nor any person employed by or representing it has made, offered, promised or authorized, or shall make an offer, promise or authorize, either directly or indirectly, to any official representative or employee of any governmental agency or instrumentality, to any political party or officer thereof, or to any candidate for public office, for the purpose of influencing a decision by any of them to take actions favorable to Buyer or Seller on any matter related directly or indirectly to the subject of any Order, securing an improper advantage for Buyer, obtaining or retaining business or a business advantage, or the improper performance of a public official function or activity; and
 - g) The covenants, representations and warranties in this Section 6 and any other covenants, representations or warranties as may be prescribed by applicable law, shall be for the benefit of Buyer, its successors, assigns, affiliates and customers, and to users of the goods and/or services and shall survive until the expiration date stated on the goods delivered under the applicable Order, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims for breach of any such covenant, representation or warranty must be made within the applicable period prescribed by statute.
- 7) **INSPECTION; TESTING:** Goods purchased under an Order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. If any of the goods or services are found to be defective in material or workmanship, non-conforming to the warranties made herein or not in conformity with the requirements of the applicable Order, then the Buyer shall be entitled: (i) to require the Seller to supply replacement goods or re-perform the services in accordance with the applicable Order as quickly as reasonably possible, or (ii) at the Buyer's sole option and whether or not the Buyer has previously required the Seller to supply any replacement goods or re-perform the services, to reject and return such goods at Seller's expense or to treat the applicable Order as terminated by Seller's breach and require the repayment of any part of the price which had been paid. Seller shall also reimburse Buyer for all commercially reasonable, documented and costs and expenses actually incurred by Buyer as a result receiving non-conforming goods and/or services, including the cost of returning the non-conforming goods to the Seller, the costs, fees and penalties payable by Buyer to a customer, costs and expenses related to or arising from Buyer's purchase of substitute goods and/or services, incremental training costs for substitute goods and costs to rework and redesign facilities to accommodate substitute goods and/or services, expedited shipping costs, recall and field correction costs, product re-testing costs and customer and regulatory authority notification costs and costs of destruction. Payment for any goods and/or services under an Order shall not be deemed acceptance of the goods and/or services.
- 8) **RECALL:** In the event that a recall of the goods subject to an Order is requested or carried out, including if necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of (i) notifying Buyer's customers, (ii) customer refunds, and (iii) returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

- 9) **SHIPMENT OR DELIVERY SCHEDULES**: Shipment or delivery of goods shall be in accordance with the schedule specified in the applicable Order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or the Order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs. Seller shall reimburse Buyer for all commercially reasonable, documented costs and expenses actually incurred by Buyer as a result of late delivery of goods, including the costs, fees and penalties payable by Buyer to a customer. At any such time that Seller exceeds three (3) late deliveries in a thirty (30) day period, Buyer has the right to request a written action plan, normally in the form of a Supplier Corrective Action Plan (“SCAR”) from the Seller on how late deliveries are being resolved.
- 10) **OVERSHIPMENT/SERVICES**: Over-shipment of goods not approved by Buyer in writing will be returned, at Seller's expense, if such over-shipment exceeds the lesser of (a) 10% of the total applicable Order price and (b) \$500.00. Unless otherwise specified in an Order, Buyer will only be responsible for payment for hours actually worked by Seller's employees, agents, authorized contractors and subcontractors and will not be responsible for any other costs, expenses or amounts, including, without limitation, any amounts in respect of meals, accommodations, transportation, mileage, telephone charges, photocopying, travel time, stand-by-time (such as weekend layovers near the job site) or incremental overtime rates.
- 11) **SUBSTITUTION, MODIFICATION**: No substitution or modification of any goods and/or services, component parts, tooling, sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent.
- 12) **SPECIAL LAWS**: In filling any Order, Seller will comply with all applicable federal, provincial, and municipal laws, with regards to recruiting and retaining minorities in all levels of its workplace, including the following:
- a) In the event that an Order has a value of ten thousand dollars (\$10,000) or more and Seller is a U.S. company or provides any of the goods and/or services through its U.S. operations (a “**U.S. Seller**”), Seller must comply with various statutes, regulations, executive orders and legal obligations, as set forth in this Section:
- i) EEO 11246 (Affirmative Action for Women and Minorities) 41 CFR 60-1.4:
- (1) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Seller agrees to post a notice, of such size and in such form, and containing such content as the U.S. Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the U.S. National Labor Relations Act engage in activities relating to the performance of this Agreement, including all places where notices to employees are customarily posted both physically and electronically.
- (2) Seller will, in all solicitations or advertisement for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 and shall post

copies of the notice in conspicuous place available to employees and applicants for employment.

- (4) Seller will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor.
 - (5) Seller will furnish all information and reports required by Executive Order 11246 and by the rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (6) In the event that Seller does not comply with any of the requirements set forth in Section 12(a)(i)(1) or Section 12(a)(i)(2) above, the applicable Order may be canceled, terminated, or suspended in whole or in part, and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 11246 of September 24, 1965. Such other sanctions or remedies may be imposed as are provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
 - (7) Seller will include the provisions of Sections 12(a)(i)(1) through 12(a)(i)(4) herein in every subcontract or purchase order entered into in connection with an Order (unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11264 of September 24, 1965), so that such provisions will be binding upon each subcontractor. Seller will take such action with respect to any such subcontract or purchase order as may be directed by the U.S. Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, if Seller becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, Seller may request the United States to enter into such litigation to protect the interests of the United States.
- b) VEVRAA (Affirmative Action for Veterans)—41 CFR 60-300.5. If Seller is a U.S. Seller, Seller shall abide by the requirements of 41 CFR 60-300.5(A). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered private contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - c) Section 503 (Affirmative Action for Individuals with Disabilities)—41 CFR 741.5(a). If Seller is a U.S. Seller, Seller shall abide by the requirements of 41 CFR 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
 - d) Executive Order 13496 (Notice under the NLRA). If Seller is a U.S. Seller, Seller shall at all times abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A. This regulation requires that employees be notified of their rights under federal labor laws.
 - e) Seller also represents that:
 - i) To the extent applicable, the goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer;
 - ii) The goods do not contain any substances regulated as a substance under the Domestic Substances List (DSL) in the Canada Management Plan (CMP), unless explicit notification is

provided to Buyer in advance and subsequently as new substances are added to the CMP periodically;

- iii) The goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks such as but not limited to California Transparency in Supply Chain Act and provisions of the Dodd-Frank Act (conflict minerals rules). Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters. Seller agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so; and
- iv) The goods are consistent with, and can be used in compliance with, the Federal and Provincial Environmental, Health and Safety acts and regulations, that services to be performed on Buyer's premises will be consistent with the applicable provisions, and that Seller will provide Buyer the latest material safety data sheets (MSDS) for any chemical substance determined to be hazardous.

13) INDEMNIFICATION: Seller shall defend, indemnify and hold Buyer, its shareholders, officers, directors, successors, assigns, affiliates, employees, customers, and users of the goods and/or services harmless with respect to all claims, liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by:

- a) Actual or alleged patent, copyright, or trademark infringement or violation of other proprietary rights, arising out of the purchase, sale, or use of the goods and/or services covered by an Order;
- b) Actual or alleged defect in the services or in the design, manufacture, or shipment of the goods;
- c) Actual or alleged breach of any covenant, representation or warranty contained in an Order or these Terms and Conditions;
- d) Failure of Seller to deliver the goods and/or services on a timely basis; or
- e) Failure of the goods and/or services to meet the requirements of any applicable law, including without limitation the following statutes: The Act and the various regulations thereunder; the Canadian Environmental Protection Act; the Hazardous Products Act (Canada); the Canada Consumer Product Safety Act; the Consumer Packaging and Labelling Act (Canada); the Competition Act (Canada); all applicable provincial environmental laws; Federal Food, Drug and Cosmetic Act; Biological Products section of the Public Health Service Act; EU Restrictions of Hazardous Substances Directive (RoHS – 1 and RoHS – 2); EU REACH Directive; the Waste Electrical and Electronic Equipment Directive 2012/19/EU of the European Parliament and of the European Council of 24th July 2012 and The Batteries Directive 2006/66/EC of the European Parliament and of the European Council of 6th September 2006 and its amendments and any other environmental product stewardship directives Federal Insecticide, Fungicide, and Rodenticide Act; Federal Hazardous Substances Act; Federal Caustic Poison Act, Toxic Substances Control Act; Flammable Fabrics Act; Fair Packaging and Labeling Act; Wool Products Labeling Act; Magnuson-Moss Warranty Federal Trade Commission Improvement Act; and Occupational Safety and Health Act of 1970.

In the event of a claim under this Section 13, and in addition to any and all other rights and remedies available to it, Buyer may at its option terminate the applicable Order or defer acceptance of the balance of the goods and/or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall, at Buyer's option, either procure for Buyer the right to continue using the goods, replace the goods with substantially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase the goods at the price set forth in the applicable Order. This Section 13 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

14) INSURANCE: Seller shall obtain and keep in force for three (3) years after the last delivery under an Order commercial general liability insurance covering each occurrence of bodily injury and property

damage in the amount of not less than \$2 Million Dollars (or any other amount Buyer may indicate in such Order) combined single limit with special endorsements providing coverage for:

- a) Products and Completed Operations Liability;
- b) Blanket Broad Form Vendor's Liability;
- c) Blanket Contractual Liability;
- d) Manufacturer's Errors and Omissions; and
- e) Product Recall/Testing/Replacement Coverage.

If services are performed under an Order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability and Automobile Liability Insurance coverage in amounts acceptable to Buyer, and if Seller will have access to Buyer property, computer systems and/or data, Third Party Fidelity/Crime Coverage. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance.

- 15) **RISK OF LOSS**: Seller shall bear the risk of loss or damage to the goods covered by an Order until they are delivered to and accepted by Buyer.
- 16) **LIMITATION OF LIABILITY**: BUYER WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME, LOST PROFITS OR LOST SALES) ARISING FROM ANY TRANSACTIONS UNDER AN ORDER.
- 17) **AUDIT**: To verify Seller's compliance with an Order, Buyer and its representatives will have the right, at reasonable times and places and upon reasonable notice, to (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the goods and services; and (b) examine all books and records relating to the goods and services.
- 18) **BUYER-FURNISHED MATERIAL**: Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("**Material**") without Buyer's prior written approval. Title to all Material shall remain the property of Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of the applicable Order unless Buyer shall otherwise direct.
- 19) **REFERENCES TO BUYER**: Seller shall not present nor publish, nor submit for publication, any work specifically resulting in relation to the goods and/or services supplied solely for Buyer or that identifies or may identify Buyer without Buyer's prior written approval. Seller shall not use Buyer's name in any advertising, articles, press release, social media, promotional materials or website advertising, or disclose to any third party the terms of any Order or the fact that Seller is supplying goods and/or services to Buyer, without Buyer's prior written consent, which is in its sole discretion to grant or withhold.
- 20) **USE OF SELLER'S INFORMATION**: All information disclosed by Seller to Buyer in connection with an Order is furnished by Seller as part of the consideration for Buyer's placement of such Order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, affiliates or customers, for its disclosure or use.
- 21) **TERMINATION**:
 - a) Buyer may terminate any Order, in whole or in part, without liability (i) if Buyer anticipated Seller's breach of such Order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; (ii) if deliveries are not made at the time or in the quantities

specified in such Order; or (iii) in the event of a breach or failure by Seller to meet other terms of such Order. This right shall be in addition to any other remedies provided Buyer by law.

- b) Buyer may terminate any Order, in whole or in part, at any time for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total Order price corresponding to the proportion of work actually completed in filling the Order prior to such notice, plus any reasonable expenses actually incurred by Seller in terminating the Order and work in progress. Such claim for compensation must be submitted by Seller to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer.
- c) Upon any termination under this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

22) SETOFF: Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transaction may be set off against any money due to Seller under an Order.

23) ASSIGNMENT; SUBCONTRACTING: Seller shall not assign, subcontract, lease, sell or otherwise transfer, in whole or in part, any of Seller's rights or obligations under an Order without Buyer's prior written consent, which Buyer may grant or withhold in its sole discretion. Any attempted assignment without Buyer's consent will be void and of no effect. Any permitted assignee shall assume in writing all obligations of Seller under such Order; provided, however, that Seller shall remain primarily liable for such obligations. Buyer may assign an Order without the consent of Seller. Each Order will be binding upon and inure to the benefit of the permitted assigns of each party.

24) WAIVER; SEVERABILITY: No waiver by Buyer of any breach of an Order by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision of such Order or any other Order. No claim or right arising out of a breach of these Terms and Conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If at any time any one or more of the provisions contained an Order or these Terms and Conditions is or should become invalid, illegal or unenforceable in any respect under any law, rule, regulation or ruling, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

25) CONTROLLING LAW: These Terms and Conditions, each Order and the delivery of goods and/or services under any Order shall be governed and construed in accordance with the laws of the Province of Ontario, excluding its conflicts of laws provisions, and the federal laws of Canada applicable therein.

26) DISPUTE RESOLUTION: Any and all disputes, claims or controversies ("**Disputes**") arising out of or relating to these Terms and Conditions or any Order, including without limitation, any Dispute as to the existence, validity, performance, breach or termination of an Order, shall be resolved in the following manner set forth in this Section 26.

- a) A party must first send written notice of the dispute to the other party for attempted resolution by negotiation between executives of each party who have authority to settle the controversy. Such negotiations must be conducted within fourteen (14) days (all references to "days" in this provision are to calendar days) after such notice is received (the "**Negotiation Period**"). If the parties fail to meet or if the matter has not been resolved within such Negotiation Period, the parties shall mediate their dispute within 30 days after such Negotiation Period has expired. If the mediation fails to resolve all outstanding disputes between the parties or if the mediation has not been scheduled within thirty (30) days of the end of the applicable Negotiation Period, either party may initiate

arbitration with respect to the matters submitted to negotiation and mediation by filing a written demand for arbitration. Such disputes shall be settled by final and binding arbitration in accordance with the provisions of the *Arbitrations Act*, 1991 (Ontario) (the "**Arbitrations Act**") and the Arbitration Rules of the ADR Chambers Inc. except to the extent that those are modified by this Section (the "**Rules**"). The place of arbitration shall be Toronto, Ontario. Notwithstanding the foregoing, to the extent a party is seeking injunctive relief, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction over such matter in Toronto, Ontario, and this relief shall remain in effect until the parties reach a resolution or so long as the arbitrator(s) feel as appropriate.

- b) For Disputes in respect of an amount under \$10,000,000, one arbitrator shall be appointed by mutual agreement of the parties or, if the parties cannot agree, appointed in accordance with the Rules. For Disputes in respect of an amount over \$10,000,000, a panel of three (3) arbitrators shall be appointed in accordance with the Rules. Within thirty (30) days following the initiation of an arbitration proceeding, the arbitrator(s) will be selected. No later than sixty (60) days after selection, the arbitrator(s) shall hold a hearing to resolve each of the issues identified by the parties. All arbitration proceedings shall be conducted in the English language. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the arbitrator(s):
- i) A copy of all exhibits on which such party intends to rely in any oral or written presentation to the arbitrator(s);
 - ii) A list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
 - iii) A proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or of any legal arguments. The parties agree that neither side shall seek as part of its remedy any punitive damages; and
 - iv) A brief in support of such party's proposed rulings and remedies, provided the brief shall not exceed twenty (20) pages.
- c) Within fourteen (14) days following completion of the hearing, each party may submit to the other party and the arbitrator(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. The arbitrator(s) shall rule on each disputed issue within twenty-one (21) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue and may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The arbitrator(s) shall not adopt any written opinion or otherwise explain the basis of the ruling. If the arbitrator(s) rule in favor of one party on all disputed issues, the losing party shall pay the prevailing party's fees and expenses (including attorney's fees). If the arbitrator(s) rule in favor of one party on some issues and the other party on other issues, the arbitrator(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the ruling. The rulings of the arbitrator(s) and the allocation of fees and expenses shall be binding, non-reviewable and non-appealable, and may be entered as a final judgment in any court having jurisdiction. Except as required by law, the parties agree to keep confidential the existence of the arbitration, the submissions made by the parties (including exhibits, testimony, proposed rulings and briefs) and the decisions made by the arbitrator(s), including its awards.

27) INJUNCTIVE RELIEF: Notwithstanding Section 26 above, Buyer may seek injunctive relief by a court of competent jurisdiction in accordance with Section 25 above.

28) REMEDIES NOT EXCLUSIVE: The rights and remedies of Buyer provided under these Terms and Conditions are cumulative and not exclusive and are in addition to any other rights and remedies provided at Law or in equity.

29) INDEPENDENT CONTRACTOR: The relationship of the parties is that of independent contractors. The parties will not be deemed partners or joint ventures, nor will one party be deemed an agent or employee of the other party. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right. Seller assumes any and all responsibility for its employees for withholding any and all appropriate taxes, and for complying with any federal, provincial and local employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws. Buyer shall deduct from any amount paid or credited to Seller pursuant to the terms of an Order, such amount as is required by applicable law to be deducted or withheld from such payment or credit, including, but not limited to, any amount on account of withholding or other similar taxes.

30) NOTICES: Any notices required or permitted under these Terms and Conditions or any Order will be in writing, will refer specifically to these Terms and Conditions or the applicable Order, as the case may be, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in the applicable Order. Notices under these Terms and Conditions or an Order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.

31) AMENDMENT: No amendment, supplement or modification of an Order and, unless otherwise specified, no consent or approval by any party, is binding unless in writing and signed by an authorized representative of each party.

32) CONFIDENTIALITY:

- a) Seller may learn of or become exposed to information that Buyer regards as confidential or proprietary, including but not limited to, information relating to the nature of research and/or development projects and data relating to them, products, customers, suppliers, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information Buyer receives from third parties (collectively, "**Confidential Information**"). Confidential Information includes, without limitation, written documentation, oral disclosures, disclosures made by visual observation and disclosures in electronic form. Confidential Information shall not include any information (i) that is already known to the Seller at the time of disclosure (as evidenced by written documentation existing at that time) other than through receipt of such information from Buyer; (ii) that is generally available to the public or becomes publicly known through no wrongful act of the Seller; or (iii) that is received by the Seller from a third-party who had a legal right to provide it.
- b) During the term of an Order and for seven (7) years following the expiration or termination of such Order, Seller shall not disclose Confidential Information to any third party or use Confidential Information except as permitted in such Order, or with the written consent of Buyer. Any Buyer trade secret encompassed in the Confidential Information shall not be used by Seller for any purpose other than in performance of the services pursuant to an Order and shall be maintained in confidence by Seller indefinitely.
- c) Seller shall not disclose such Confidential Information to any other person or entity other than those of its employees or authorized subcontractors who are directly involved in providing the goods and/or services without the prior written consent of Buyer. All such employees or authorized subcontractors shall be bound to maintain such Confidential Information in confidence, and Seller shall take reasonable steps to require its employees and authorized subcontractors to preserve such trust and confidence. Seller shall be responsible for any breach of an Order by its employees or authorized subcontractors.

- d) In connection with Buyer's disclosure of Confidential Information, no license or other right under any patent, trademark, copyright, trade secret or other proprietary right is being granted by Buyer hereunder or under any Order, except that a limited license is granted to Seller to use the Confidential Information solely for the purposes of delivering goods and/or services during the term of the applicable Order.

33) PRIVACY: Seller will comply with all applicable privacy laws and regulations if handling personal information.

34) FORCE MAJEURE: Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached any Order for failure or delay in fulfilling or performing any term of such Order, other than an obligation to make a payment, when such failure or delay is caused by or results from fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or not valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing party ("**Force Majeure**"). Nothing in this provision shall be interpreted to restrict either party from exercising its rights to terminate an Order pursuant to its terms during such periods of Force Majeure. Notwithstanding the foregoing, nothing in any Order shall prohibit Buyer from procuring alternate sources of goods and/or services during any period when such Force Majeure exists. In the event any such Force Majeure continues for a period in excess of sixty (60) days, Buyer may, subject to its sole discretion, terminate this Order by giving notice to Seller effective upon receipt.

35) ETHICS & COMPLIANCE STANDARDS FOR SUPPLIERS: Seller and employees of Seller will comply with Buyer's Ethics & Compliance Standards for Suppliers (the "**Standards**") set forth below. It is critical that all of Buyer's suppliers share our commitment to conducting business with integrity. These Standards apply to any individuals and/or organizations which conduct business with Buyer, including those which interact with government agencies, government officials, or healthcare professionals on Buyer's behalf, conduct sales, distribute products, promote Buyer products, provide services, raw materials, active ingredients, components, finished goods, or other products (collectively known as "**Suppliers**").

a) Adherence to Applicable laws, regulations, & standards

Suppliers must comply with the applicable laws, rules, regulations, and ethical standards of the United States, Canada and the country in which they operate, as well as these Standards.

b) Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Suppliers are prohibited from directly or indirectly paying, providing, or promising to pay or provide anything of value to any party in order to:

- i) Win or retain business or to influence any act or decision of any government official, political party, candidate for political office, or official of a public international organization;
- ii) Gain an improper advantage; or
- iii) Illegally influence the action of any individual, customer, company, or company representative.

While Buyer observes local business customs and market practices, neither Buyer nor any Supplier shall participate in any corrupt, unethical or illegal practices, even if allowed by local law. Suppliers shall also follow all applicable Buyer policies, which can be found on Buyer's website at vantive.com.

c) Accuracy of Business Records

Suppliers are required to keep accurate and transparent books and records that reflect actual transactions and payments. All financial books and records must conform to generally accepted accounting principles. Supplier records must be accurate in all material respects:

- i) Records must be legible, transparent, and reflect actual transactions and payments.
- ii) Supplier personnel and/or systems responsible for recording records must not hide information, fail to record information, or make false entries.
- iii) Records must be made available to Buyer per the terms and conditions of any agreement with the Supplier.

d) Interactions with the Medical Community

- i) When engaged with the medical community (including healthcare professionals, healthcare organizations, patients, patient organizations, government officials and payors) on behalf of Buyer, all Suppliers must adhere to any industry standard of conduct that applies to them (such as AdvaMed, MedTech and EFPIA Code of Practice) and all active agreements with Buyer.
- ii) Any benefit provided to a member of the medical community on behalf of Buyer must comply with all applicable legal and industry code requirements in the country in which the member of the medical community resides and/or practices medicine, and must comply with all applicable Canadian policies and standards governing these interactions, which can be found on Buyer's website at vantive.com
- iii) Payments or other benefits may never be used as a bribe, reward, inducement, or incentive for sales.

e) Fair Competition and Antitrust

Suppliers must comply with all applicable laws and regulations regarding fair competition and antitrust.

f) Intellectual Property and Confidential Information

- i) All Suppliers requiring the exchange of confidential information with Buyer are required to execute a confidentiality agreement with Buyer in advance. Exchange of confidential information is limited to that required to fulfill contracted performance requirements.
- ii) Suppliers shall not share Buyer's intellectual property or confidential information or any other information that they acquire with respect to Buyer's business (including information developed by Suppliers and information relating to products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices).
- iii) Suppliers must immediately report unauthorized disclosure of Buyer's confidential information, whether inadvertent or not, through the Ethics & Compliance Helpline at Vantive.ethicspoint.com.

g) Data Privacy

- i) Supplier must abide by all applicable data privacy laws and regulations when handling personal information including with respect to the cross-border transfer of personal information, and legal instruments for such cross-border transfers and requirements related to such legal instruments (e.g., Supplier performing a transfer impact assessment to facilitate entering into the EU Standard Contractual Clauses).
- ii) Supplier must reasonably cooperate and support Buyer in complying with applicable data privacy laws and other requirements including data subject rights, conducting transfer impact assessments (and providing such assessments upon request), and responding to government, regulatory or other data protection authority inquiries or investigations.

- iii) Supplier may only process personal information in accordance with Buyer's instructions to perform the services which are outlined in an underlying written agreement and/or privacy contract, and not for ancillary or other independent purposes unrelated to the services being provided.
- iv) Supplier must execute written contracts with any subcontractors, sub-processors or agents who assist in the performance of services to Buyer, which shall contain at least the same protections afforded personal information as the contract with Buyer.
- v) Supplier must ensure the implementation of appropriate technical, administrative and procedural safeguards with respect to the processing of personal information.
- vi) Supplier must return or destroy all personal information at the termination of services and pursuant to the underlying contract.
- vii) Supplier must immediately report any unauthorized processing, use, disclosure, destruction, alteration, access or loss, or suspected or actual breach of Buyer related personal information in a timely manner, and in accordance with applicable data privacy laws, through the Ethics & Compliance Helpline at Vantive.ethicspoint.com.

h) Employment Practices Guidelines

- i) Suppliers must comply with Buyer's Global Human Rights Policy, which includes a zero-tolerance policy concerning child labor, forced/bonded labor, discrimination, harassment or retaliation in any business or engagement. Buyer's Global Human Rights Policy can be found on Buyer's website at vantive.com.
- ii) Suppliers must comply with all applicable employment laws and regulations.
- iii) Suppliers will not possess, use, or distribute unlawful drugs, including marijuana, or unlawfully possess, use or distribute lawful drugs on Buyer property, or perform work for Buyer under the influence of alcohol or drugs.
- iv) Suppliers shall not produce or manufacture products or services (or incorporate any materials therein that have been produced or manufactured) in violation of laws governing workers' human rights, including human trafficking and slavery. Regular full-time employees are to be at least 18 years of age. Suppliers must disclose the existence of part-time work, summer jobs, or apprenticeship programs for individuals under the age of 18 to Buyer's management.

i) Conflicts of Interest

- i) A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of Buyer. Some situations that could cause a conflict of interest include, but are not limited to:
 - (1) Having a significant financial investment in any company that competes, does business, or seeks to do business with Buyer. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets.
 - (2) Providing similar services for direct competitors of Buyer, with access to confidential or competitive information.
 - (3) When a Supplier's family members (or domestic partners, or those personally close to a Supplier) work for Buyer, another Buyer supplier, Buyer customer or Buyer competitor.

- ii) Suppliers must disclose any apparent or actual conflicts of interest to Buyer's management or Buyer may reserve the right to take any necessary actions for the failure of doing so. If Buyer management approves an apparent or actual conflict, the approval decision must be documented.

j) Mobile Devices, Electronic Media, Internet and E-Mail Use

- i) In those circumstances where Suppliers have access to Buyer's electronic environment (Intranet, e-mail, voicemail or other), Suppliers shall:
 - (1) Protect Buyer's confidential information and electronic media;
 - (2) Encrypt or password protect data;
 - (3) Keep mobile devices with you or locked while traveling;
 - (4) Comply with local data protection laws;
 - (5) Use these tools for Buyer business purposes only;
 - (6) Not knowingly download, view or forward materials of a discriminatory, harassing, threatening, sexual, pornographic, racist, sexist, defamatory or otherwise offensive nature. Electronic media must be primarily used for business purposes;
 - (7) Communicate protected information (personal or trade secret) in a way that recognizes the sensitivity of the information, possibility of unauthorized access, and compliance with local data protection laws. Suppliers will be responsible for keeping Buyer-given password(s) secret;
 - (8) Realize that documents, software, e-mails and other web pages could bring damaging computer viruses into Buyer's network, and not (x) knowingly detach, decompress, run/launch or install any files or programs on Buyer's systems or open attachments that have damaging computer viruses or (y) download or disseminate any material from the Internet unless the copyright owner has provided consent; and
 - (9) Adhere to the timing and methods for retention and elimination of Buyer company data stored on electronic media.

k) Trade Compliance

- i) Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable country(ies) where the transaction(s) occur(s). Specifically, Suppliers agree to conduct reasonable due diligence concerning the parties they interact with in relation to their engagement with Buyer. Further, Suppliers agree to not conduct any type of business in any manner with parties sanctioned under applicable law, including parties sanctioned under the laws of the United States, Canada, European Union, United Kingdom, or any other applicable jurisdiction's laws.
- ii) Suppliers which supply Buyer with products and/or services agree to not provide any products and/or services from any sanctioned party or any sanctioned jurisdictions unless allowed by applicable law and after obtaining Buyer's consent.

l) Environment, Health & Safety

- i) Suppliers are expected to comply with all applicable laws and regulations regarding environment, health and safety.

- ii) Suppliers working with Buyer or onsite at a Buyer location must work in a way that assures their own safety and the safety of others and in compliance with applicable Buyer policies and governmental environmental, health and safety requirements. Buyer policies concerning environmental, health, and safety matters can be found on Buyer's website at vantive.com. Any related environment, health, or safety hazards, near-miss matters, and/or emergencies that may impact Buyer must be immediately reported to Buyer.
- iii) Suppliers working with Buyer must not bring on site any equipment, chemicals, or other materials without the expressed authorization of Buyer in advance.
- iv) Suppliers working with Buyer must not create any wastewater, waste, or air emissions without the expressed authorization of Buyer in advance.

m) **Gifts & Entertainment**

Gifts and entertainment are not needed in order to conduct business with Buyer and are highly discouraged. Giving a gift, entertainment, or preferred treatment with the intention of trying to influence the decision-making objectivity of a Buyer employee is inappropriate and expressly prohibited. Buyer Employees will never accept:

- i) travel or lodging not associated with a Supplier sponsored event;
- ii) meals, or tickets to sporting events or artistic performances where the Supplier will not be present;
- iii) extravagant entertainment, such as tickets to the World Cup, World Series, or Super Bowl, or dinner at the most expensive or exclusive restaurant in town;
- iv) "adult" entertainment of any sort;
- v) cash or a cash equivalent, such as a gift card, gift certificate or a voucher;
- vi) personal discounts or free goods/services from Suppliers that are not otherwise available to all Buyer employees within the same geographic location;
- vii) prizes sponsored by a Supplier; unbranded gifts beyond nominal value (e.g., iPads, computers, cell phones, other personal electronics, high-end alcohol, etc.); or
- viii) gifts, entertainment, or business courtesies if they are involved in the decision-making process during an active selection process, or a renewal of a Supplier (e.g., request for information, request for quote, request for proposal, contract negotiation, etc.).

On a rare and infrequent basis Buyer employees may accept very modest gifts, entertainment, or other business courtesies if it helps improve the business relationship and they would be able to reciprocate in equal value. Buyer employees are not permitted to solicit Supplier for gifts including gifts to support charitable causes.

n) **Resources**

Additional information relating to Buyer's policies and procedures for Suppliers can be found on Buyer's website at vantive.com.

If a Supplier is aware of a potential violation of these Standards or any misconduct relating to Buyer's business or relating to activities performed by a Supplier for Buyer or on Buyer's behalf (such as: corruption, bribery, conflicts of interest, or any other unethical or illegal behavior), please report it via Buyer's Ethics & Compliance Helpline at: Vantive.ethicspoint.com.