

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1 DEFINITIONS

For the purposes of this general terms and conditions, the following capitalized terms shall have the meanings set forth below:

“Acceptance”	shall have the meaning ascribed to it in Article 12.7.
“Affiliate”	means, with respect to either party, any corporation or other organization or entity controlled by, controlling or under common control with such party. The terms “controlling”, “controlled by” or “control” shall mean (i) the direct or indirect ownership of more than fifty percent (50%) of the voting securities of any corporation, organization or entity, or (ii) the power to direct or cause the direction of the management or policies of such corporation, organization or entity through the ownership of securities or interests, by contract or otherwise.
“approved sub-contractor”	means any sub-contractor in respect of whom the Supplier has fulfilled the conditions in Article 14.
“Company” or “CLIENT”	means Sanofi’s Affiliate that issued this PO.
“Comprehensive Agreement”	means a comprehensive agreement entered into between the Company and the Supplier for the supply of the goods and/or the provision of the services under this PO.
“Confidential Information”	means information, documents, materials, data and/or results disclosed or provided directly or indirectly by the Company or its Affiliate in any format (whether or not labeled as confidential) before and during the Contract term or obtained by the Supplier in the performance of the Contract, including without limitation information regarding the Company or its Affiliates’ business, products and results of the services under the Contract.
“Contract”	means the contract for the supply of the goods and/or services under this PO, comprising of this PO with the T&C and Special Conditions.
“Effective Date”	means the date the Contract is deemed formed as provided in Article 2.
“Force Majeure”	means any event or circumstance that is beyond the reasonable control of the affected party, including act of God, strike, lock-out, act of a public enemy, war, terrorist act, blockade, riot, civil commotion and governmental restraints.
“IPR”	means any intellectual property right arising out of or relating to patents (including the rights to patentable or non-patentable inventions, discoveries, know-how, trade secrets and other confidential information), designs, trademarks, service marks, domain names, databases, copyrights, any registration or application to register, renew and/or extend any of these rights and all other intellectual property rights and equivalent or similar forms of protection existing in any country.
“Materials”	means any information, documents, data or material of any kind on any medium supplied to the Supplier directly or indirectly by the Company under the Contract.
“Other Prevailing Terms”	means the terms and conditions in the Comprehensive Agreement, and the terms and conditions under the Special Conditions.

"PO"	means this purchase order.
"Sanofi"	means collectively the Sanofi parent company with its headquarters in France and its Affiliates.
"Site"	means the Company's site where any activities or services under this PO will be carried out.
"Special Conditions"	means any other terms and conditions attached to this PO.
"Supplier" or "PROVIDER"	means the supplier of the goods and/or services under this PO.
"T&C"	means the general terms and conditions under this PO.

## **ARTICLE 2     PURPOSE**

- 2.1 This PO together with the T&C and Special Conditions constitute the offer from the Company to the Supplier to purchase the goods and/or services as specified in this PO; this offer is deemed accepted by the Supplier and the Contract is deemed formed on the date such offer is accepted by the Supplier, either by acknowledgment of this PO or the commencement of supply of the goods and/or performance of the services, whichever is earlier and together with the Comprehensive Agreement constitutes the entire agreement between both parties with respect to the subject matter therein.
- 2.2 No conditions stated by the Supplier in acknowledging this PO or in any other document from the Supplier irrespective of the date of such document and notwithstanding any provisions to the contrary contained therein will be binding upon the Company.
- 2.3 If there is any conflict between the T&C and the Special Conditions, the provisions of the Special Conditions shall prevail or if the Company and the Supplier executed a Comprehensive Agreement, the terms of such agreement shall prevail over any inconsistent terms in the T&C or the Special Conditions.

## **ARTICLE 3     TERM**

- 3.1 The Contract takes effect from the Effective Date and shall remain in force until the later of (a) completion of the supply of the goods and/or performance of the services under this PO, and (b) expiration of the warranty period specified in the Contract, unless earlier terminated as provided in the Contract. The Contract shall in no way be tacitly renewed without written agreement between the parties.

## **ARTICLE 4     TERMINATION**

- 4.1 In addition to other provisions under the Contract that allow a party to terminate the Contract, the Contract may also be terminated by either party with immediate effect upon receipt of written notice sent to the other party, in any of the following events: (a) breach by a party of any term of the Contract and its failure to remedy such breach within fifteen (15) days from the date of the written notice from the non-defaulting party requesting it to cure such breach; or (b) a party becomes insolvent, or a petition in bankruptcy or some equivalent shall be filed by or against it, or if a party shall make any assignment for the benefit of creditors, or a receiver for all or a substantial portion of the property of such party shall be appointed; or (c) a party ceases to carry on its business.
- 4.2 Notwithstanding any provision to the contrary under the Contract, the Contract may be terminated by the Company in part or as a whole and for any reason upon seven (7) days prior written notice without any liability, compensation and/or indemnity to the Supplier except for payment of goods and/or services already supplied in accordance with the Contract up to the effective date of termination.

- 4.3 In addition to other provisions under the Contract that allow the Company to terminate the Contract, the Contract may be terminated by the Company without any liability, compensation and/or indemnity to the Supplier with immediate effect upon receipt of written notice sent to the Supplier, (a) in the event of Change of Control of the Supplier which the Company, in its sole discretion, considers prejudicial to, or in conflict with, the Company's interests; or (b) in the event of breach or potential breach by the Supplier of its obligations related to confidentiality, personal data protection, security, ethics and business integrity, health/safety/environmental ("HSE") protection, conflict of interest, or pharmacovigilance. For the purpose hereof, "Change of Control": shall mean with respect to the Supplier the approval by the shareholders of the Supplier of a takeover, acquisition, merger, amalgamation or other similar corporate reorganization which would result thereafter in the control of the Supplier by an entity that is not an Affiliate of the Supplier on the Effective Date. For the purposes of this definition "control" shall mean (i) the direct or indirect ownership of more than fifty percent (50%) of the voting securities of any corporation, entity or organization, or (ii) the power to direct or cause the direction of the management or policies of such corporation, entity or organization through the ownership of securities or interests, by contract or other means.
- 4.4 In the event of early termination of the Contract for any reason whatsoever, (a) the Supplier shall, within two (2) weeks from the effective date of termination, provide the Company with a detailed handover report on the goods supplied and/or the services performed as at the date of termination to enable the Company to complete such supply and/or performance; (b) the Supplier shall promptly refund to the Company any payment in advance or in excess of the goods supplied and/or services actually rendered as at the effective date of termination; and (c) the Supplier shall at the sole option of the Company promptly and in any event within seven (7) days from the effective date of termination deliver, transfer, return, and/or destroy all Materials and all deliverables under the Contract. The above provision is without prejudice to any right or remedy, which the Company may be entitled under applicable laws for damages and losses suffered due to early termination of the Contract.
- 4.5 In the event of early termination of the Contract, the Company shall only be liable to pay the Supplier for goods and/or services delivered to the Company in compliance with the Contract up to the effective date of termination.

## **ARTICLE 5 FINANCIAL CONDITIONS**

- 5.1 In consideration of the supply and Acceptance of the goods and/or services in accordance with the terms and conditions of the Contract, the Company agrees to pay the Supplier the amount stated in this PO and in the manner set forth in Article 5.3. The Supplier will bear all transportation costs under this PO fully.
- 5.2 The Supplier shall submit invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under <https://suppliers.sanofi.com/invoicing> for the Company at the invoice issue date. Submitted electronic invoices shall include all elements specified by the applicable legal and tax requirements (e.g description of the delivered goods/services etc.) and the ones enabling the Company to process them (e.g purchase order number etc.) as defined under <https://suppliers.sanofi.com/invoicing> for the Company at the invoice issue date.

Sending a paper duplicate is explicitly not required and may have an impact on the Supplier from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g paper) or that do not include all the elements referred to above will not be processed. Non-compliant invoices may be returned to the Supplier per email.

- 5.3 The Company will pay the Supplier by bank transfer only within ninety (90) days from the date of receipt of the Supplier's invoice unless otherwise provided in this PO. If the Company on good faith reasonably dispute the whole of or any item in any invoice, the amount in dispute shall not be considered due until the parties have resolved the dispute.
- 5.4 The Company will pay no advancement to the Supplier. However, where advancement is made, the Supplier must furnish an unconditional bank guarantee for the return of the advancement if the goods

are not delivered and/or if the services are not performed.

- 5.5 The Supplier shall bear all taxes leviable on any payment received under the Contract, except the applicable value added tax or goods and service tax arising in connection with the goods/services delivered under the Contract for which the Company shall be responsible. In the event the Company is required under applicable laws to withhold any deduction of tax from any payments to the Supplier under the Contract, such amount shall be deducted from the payment to be made by the Company and paid to the relevant taxing authority.

## **ARTICLE 6      LIABILITY**

- 6.1 The Supplier will indemnify, defend and hold harmless the Company, its Affiliates, their respective employees, officers, directors, customers and/or any third party related to the Company from and against all claims, liabilities, obligations, judgments, damages, costs and expenses, that may result from or be caused by the Supplier's or its subcontractors' or agents' acts or omissions in the performance of its obligation under the Contract (including without limitation negligence, breach of any term under the Contract or any applicable laws, gross negligence or willful misconduct), except to the extent arising from the gross negligence or willful misconduct of the Company. The foregoing shall include, without limitation, indemnity for workman's compensation, public liability and property damage, and reasonable attorney's fees and expenses.

## **ARTICLE 7      INSURANCE**

- 7.1 Without limiting the liability of the Supplier under the Contract, the Supplier warrants and agrees that, as of the Effective Date, it has subscribed, and that it shall maintain throughout the term of the Contract, all insurance necessary to cover its potential liabilities and losses under the Contract. The Supplier shall, upon request, produce a certificate of insurance showing that the necessary coverage is currently in force and that relevant premiums have been timely paid. The Supplier shall notify the Company of changes, suspension or termination of its insurance coverage, within one (1) week of any such change, suspension or termination.

## **ARTICLE 8      FORCE MAJEURE**

- 8.1 Neither party shall be liable to the other for any failure to fulfill its obligations under the Contract to the extent that such failure is attributable to Force Majeure.
- 8.2 The party affected by Force Majeure shall, within twenty-four (24) hours from its occurrence, inform the other party in writing of the Force Majeure with details and shall use its best endeavours to mitigate the impact of the Force Majeure.
- 8.3 Each party shall bear its own and expenses incurred in connection with the Force Majeure.
- 8.4 The party affected by Force Majeure shall inform the other party in writing and immediately resume performance of its obligation under the Contract as soon as the Force Majeure ceases.
- 8.5 Where the obstruction to the Supplier caused by Force Majeure lasts for more than 72 hours, the Company may, beyond this period, secure another supplier of its choice, for the temporary execution of the Contract, until the Supplier resumes its obligations.
- 8.6 If the Force Majeure continues for a period of two (2) months, either party may terminate the Contract upon serving of notice in writing by registered mail with return receipt requested. Termination will be effective on the date of delivery of the registered letter.

## **ARTICLE 9      AUDIT**

- 9.1 During the term of the Contract and for a period of three (3) years after termination of the Contract,

upon ten (10) days prior notice to the Supplier, the Company (or its appointed representatives) will have the right, during normal business hours and at its own reasonable expense, to conduct investigation and/or audit of the Supplier or its approved sub-contractor's site, operations and/or records (but only to the extent that these relate to the performance of the obligations undertaken by the Supplier under the Contract). The Supplier agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of the Company acting reasonably. The Supplier agrees, at its costs, to promptly take any corrective or preventive measures as recommended in such investigation and/or audits, failing which the Supplier shall be deemed to be in breach of the Contract, which entitle the Company to terminate the Contract in accordance with Article 4.1.

- 9.2 In the event of any regulatory audit, investigation or inspection at the Supplier's site and/or relating to the supply of the goods and/or services under the Contract, the Supplier shall notify the Company in writing within forty-eight (48) hours of receipt of notice of audit, investigation or inspection and will promptly share with the Company the results of such regulatory audit, investigation or inspection.
- 9.3 The result of the audit, investigation and/or inspection related to the Supplier and/or the supply of the goods and/or services under the Contract shall be considered as confidential information of both parties.

## **ARTICLE 10 CONFIDENTIALITY**

- 10.1 The Supplier shall keep confidential, not disclose to any third party and shall use solely for the purpose of the Contract any Confidential Information. These obligations of confidentiality and restricted use shall be in force for the duration of the Contract and for ten (10) years following the expiration or early termination of the Contract for whatsoever reason.
- 10.2 The Supplier shall disclose the Confidential Information only to those of its employees or approved sub-contractor on a "need to know" basis for the performance of the Contract and shall bind its employees and approved sub-contractor to the same confidentiality and restricted use obligations as set forth herein. The Supplier shall be fully responsible for any breach of its confidentiality and restricted use obligation by its employees and/or approved sub-contractors.
- 10.3 The confidentiality and restricted use obligations set forth in this Article 10 shall not apply to information that: (a) according to the Supplier's records, was lawfully in its possession prior to the date of disclosure by the Company and not subject to any obligation of confidentiality; (b) is or becomes generally available to the public through no act or omission on the part of the Supplier; (c) is rightfully received by the Supplier from a third party not under an obligation of confidentiality to the Company or its Affiliates with respect thereto; or (d) is required to be disclosed under applicable law or regulation, or by order of a court of competent jurisdiction, provided that the Supplier shall promptly notify the Company in writing (unless it is not legally permitted) and shall cooperate with the Company in taking any protective order and shall disclose only such Confidential Information to the extent it is legally required.
- 10.4 This Article 10 (Confidentiality) shall apply to drawings, specifications or other documents prepared by the Supplier for the Company and the result of the services under the Contract. The Supplier shall not disclose, advertise or publish the fact that the Company has contracted to purchase goods and/or services from the Supplier or any other information relating to this PO, without the Company's prior written consent.
- 10.5 The Supplier agrees that the Confidential Information shall be treated with the same care as if it were its own proprietary confidential information, in no event less than a reasonable care. The Supplier agrees that a breach of this Article 10 (Confidentiality) may cause the Company continuing and irreparable harm for which monetary damages may be an inadequate remedy and therefore, that the Company shall be entitled to seek, in addition to other rights and remedies available to it, a temporary restraining order and/or injunctive relief to prevent any such breach.
- 10.6 Upon the expiration or termination of the Contract or at any time upon request of the Company, the Supplier shall at the sole option of the Company promptly and in any event within seven (7) days of the

effective date of expiration or termination, or the request, deliver, transfer, return and/or destroy the originals of the Confidential Information and all copies of Materials containing the Confidential Information, and shall not retain any copies, extracts or other reproductions of such materials.

10.7 The Company and its Affiliates are free to publish and to communicate the fact that the goods and/or services are being performed by the Supplier, the business relationship with the Supplier, and the results obtained therefrom, using all existing or future means of communication.

10.8 The Supplier shall not make any kind of publication or communication relating to the Contract, the supply of goods and/or services under this PO, the business relationship with the Company, and/or the report or results obtained from the performance of its obligations under the Contract, whether orally or in writing, public or private, without the prior written consent of the Company.

## **ARTICLE 11 INTELLECTUAL PROPERTY**

11.1 The Supplier acknowledges that the Materials shall remain the sole and exclusive property of the Company or its Affiliates. The Contract shall not give rise to any assignment to the Supplier of any right or interest in the Materials including any developments or variations thereof. The Supplier undertakes to use the Materials only for the purpose of the Contract and shall return the Materials to the Company at any time upon request from the Company or upon expiration or termination of the Contract in accordance with Article 10.6. In no event shall the Supplier destroy any such result, information, data and documentation without the prior written consent of the Company.

11.2 All data, documents, information, know how, trade secret, proprietary methodologies and solutions, software and other items owned, developed or licensed by either party and/or its Affiliates before the Effective Date and used for the performance of the Contract and all IPR associated therewith are and shall remain the property of such party or its Affiliates, licensors or supplier.

11.3 All the IPR related to any results, information, data, documents, drawings, programs, slides, inventions and/or any other works produced or obtained, in whatever form, nature and state of completion, during the performance or as result of the Contract (collectively, "**Works**") shall automatically and immediately become the exclusive property of the Company, which can use them freely worldwide without any limitation and/or any additional payment. It is expressly agreed between the parties that the fees paid by the Company under the Contract shall include the assignment or transfer to the Company of all IPR arising from the performance of the Contract, and the waiver of all moral rights hereunder. The Supplier undertakes to execute and deliver to the Company all instruments and documents (where the IPR vests automatically in the Supplier), and undertakes to procure that the maker of the Works shall execute and deliver to the Company all instruments and documents (where the IPR does not vest automatically in the Supplier), as are necessary to give effect to the assignment or transfer of IPR to the Company hereunder. Such assignment or transfer of IPR shall include, but not be limited to, reproduction, representation, translation, adaptation, use and exploitation rights, worldwide, for any support, medium or form and for the full period of legal protection of such IPR and any extensions or renewals thereof. As soon as such IPR are assigned to the Company, their support, including without limitation manuscripts and publications prepared by the Supplier in accordance with the Contract shall become the property of the Company. The Supplier irrevocably and unconditionally waives in favour of the Company, and shall procure that the author or performer of the Works irrevocably and unconditionally waives in favour of the Company, all moral rights to be identified as the author or performer of the Works to which it/he is entitled under applicable copyrights law, and in furtherance thereof the Supplier undertakes to execute and deliver to the Company all instruments and documents, and undertakes to procure that the author or performer of the Works shall execute and deliver to the Company all instruments and documents, as are necessary to give effect to such waiver.

11.4 The Supplier represents and warrants that it is the owner of the proprietary rights in, or has the right to use and modify, the information and materials that it will provide to the Company within the scope of the Contract, and that all IPR used in the performance of the Contract shall be free of all easements and in no way constitute an infringement of the rights of any third party. The Supplier shall defend, indemnify and hold harmless the Company, its Affiliates and their respective employees, officers and directors from any action, suit, damages, costs or expenses (including reasonable attorney fees) based

on any claim that the information or material provided to the Company under the Contract infringes any patent, copyright or any other IPR. This provision survives expiration or termination of the Contract.

- 11.5 The Supplier shall notify the Company as soon as it becomes aware of any suspected, threatened or actual infringement of any IPR arising out of its performance of its obligations under the Contract and at the Company's sole option, (a) modify or replace the affected part at no cost to the Company so as to overcome such infringement; (b) obtain at no cost to the Company, the right for the Company to continue to use the affected part in the manner contemplated by the Contract; or (c) omit the affected part and any such omission shall be deemed a variation of the Contract mutually agreed by the parties in writing and the sum payable under the Contract shall be reduced by the value of such omission as agreed by the parties.

## **ARTICLE 12    SPECIFIC PROVISIONS RELATED TO THIS PO**

- 12.1 The Supplier warrants to the Company that (a) legal and unencumbered title to the goods shall pass to the Company upon Acceptance; (b) the goods shall be of good and merchantable quality and fit for their intended purposes, free from defects and in conformance with applicable law, sample approved by the Company, specifications and other descriptions set forth in this PO; and (c) the Supplier has the necessary skill and experiences to render the services, which shall be provided with due care and skill as well as in conformance with the Company's specifications and other descriptions set forth in this PO. The above warranty shall be valid for the latter of the period of (i) the Supplier's standard warranty period, and (ii) one year following the date of the Company's Acceptance.

- 12.2 The Supplier shall discharge its obligations under the Contract in a good and professional manner, with all due care and diligence using state-of-the art technology, at a minimum commensurate with the professional standards generally applicable in similar industry and in accordance with the terms and conditions of the Contract and all applicable laws and regulations.

The Supplier acknowledges that any interruption or suspension of performance under the Contract may have critical adverse consequences for the Company, notably for the continuity of its business. The Supplier hereby undertakes to continue at all times the performance of the Contract by all possible means, including by maintaining an up-to-date business continuity and disaster recovery plan as necessary.

- 12.3 The Supplier represents and warrants that (a) it is duly authorized to enter into the Contract and perform its obligations hereunder; (b) it is not a party to any other agreement or obligation that would conflict with, prohibit, restrict or limit in any way its performance under the Contract or that might enable another party to claim any rights in any data, information or materials developed pursuant to the Contract; and (c) it has obtained all relevant licenses, approvals, consents and permits and has complied with all necessary notification obligations required for all activities under the Contract and will maintain the same through the term of the Contract in due observance of all applicable law.

- 12.4 The parties agree that time is of the essence under the Contract. The Supplier will make deliveries to the address specified in the Contract in accordance with the delivery schedule specified therein. The Supplier shall immediately notify the Company if the Supplier's timely performance under the Contract is delayed or likely to be delayed, in whole or in part, and the Supplier shall promptly provide the Company with all available information regarding the reasons for such delay.

In the event of delay in the delivery of goods and/or in the execution of the services, and unless otherwise provided in Other Prevailing Terms, the Company may impose liquidated damages on the Supplier at a rate of 1% of the aggregate amount invoiced per calendar day of delay or the maximum rate allowed by law, whichever is lower, calculated on the aggregate amount invoiced on the goods and/or services (excluding sales and services tax). The Company may set off the liquidated damages for delay against the total amount that it owes to the Supplier under this PO or for any other PO. In addition, the Company reserves all its other rights and remedies, including without limitation its right to terminate the Contract, to keep the goods which have already been delivered and/or part of the services already executed against part payment of the corresponding price and to purchase substitute goods or

services elsewhere and charge the Supplier for any loss incurred.

- 12.5 The Supplier shall comply and shall procure that each of the Supplier's personnel and approved sub-contractors shall comply at a minimum with the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as may be amended by the Company from time to time. Such terms are hereby incorporated herein by reference and the parties expressly commit to comply with them.
- 12.6 Where this PO is related to a Sanofi product, specific pharmacovigilance requirements will apply. In this case, the Supplier and the Company shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as may be amended by the Company from time to time. Such terms are hereby incorporated herein by reference and the parties expressly commit to comply with them.
- 12.7 The Company shall only be considered to have accepted the goods and/or services after the goods and/or services have been inspected and accepted by the Company at the delivery address specified in the Contract ("**Acceptance**"). Notwithstanding the above, Acceptance shall not prejudice the warranties and the warranty period specified in the Contract. If any of the goods and/or services delivered by the Supplier do not meet the warranties specified in the Contract, the Company may, at its sole option, (a) return or request the Supplier to collect, rectify or replace any defective or non-conforming goods and/or services at the Supplier's expense, (b) rectify or replace the defective or non-conforming goods and/or services itself and recover from the Supplier all amount paid thereunder, (c) request for refund from the Supplier of all amounts paid for the defective or non-conforming goods and/or services, or (d) utilize the defective good and/or services and require an appropriate reduction in price. The Company shall notify the Supplier of its decision within a reasonable time. The Supplier shall collect, rectify or replace any defective or non-conforming goods and/or services, within seven (7) days from the Company's notification. Goods and/or services rectified or replaced hereunder during the warranty period specified in the Contract shall remain in warranty for the remainder of the warranty period (and the time taken for such rectification or replacement shall not count towards the warranty period). Notwithstanding other provision to the contrary, the Supplier shall indemnify the Company against all losses suffered due to supply of defective or non-conforming goods and/or services. This provision survives termination of the Contract. The foregoing remedies are in addition to all other remedies available to the Company at law or under the Contract.
- 12.8 Title in the goods (and risk in the goods if not otherwise specified in Other Prevailing Terms) passes to the Company upon Acceptance. The Supplier shall ensure suitable, secure and transit worthy packing of all goods supplied. The Supplier must comply with Company's special packaging and transport recommendations.
- 12.9 If any activities under the Contract are to be carried on Site, the Supplier shall and shall procure that its approved sub-contractor shall, comply with all relevant security, health, safety and environmental policies applicable on Site, failing which the Company may request for the immediate eviction of the Supplier and/or its approved sub-contractor.

The Supplier undertakes to immediately inform the Company in case of any event which may generate a risk for the environment, health, security and/or safety of personnel and/or equipment at Site.

## **ARTICLE 13    ADDITIONAL PROVISIONS**

### **13.1    Personal Data protection**

Under this article, the parties agree that the terms "**Personal Data**", "**Controller**", "**Processor**", "**Processing**", "**Applicable Data Protection Law**", "**Services**" and "**Order**" shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in the T&C, or as the case may be, in the applicable law, whether defined under the same term or as a substantially equivalent term. Each party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law, including Malaysia's Personal Data Protection



Act 2010 and its amendments.

The parties agree that, for the purposes of performing the Contract, the Supplier does not process Personal Data on behalf of the Company. However, to the extent that the Supplier processes any Personal Data on the Company's behalf within the scope of the Contract or should the Supplier identify the fact that, during the performance of the Contract, the Supplier is processing Personal Data on the Company's behalf (in such case, the Supplier shall immediately inform the Company thereof in writing), such Processing shall be governed by the terms of the Data Processing Agreement attached to this PO, which may be amended by the Company and made available to the Supplier from time to time, such agreement is hereby incorporated herein by reference and the parties expressly commit to comply with them.

In addition, the Supplier shall:

- (a) promptly notify the Company of any personal data breach to enable compliance with PDPA's mandatory reporting obligations;
- (b) not transfer Personal Data outside Malaysia without prior written consent and compliance with PDPA Section 129; and
- (c) where required under Applicable Data Protection Law, appoint a Data Protection Officer and provide contact details to the Company.

Where the performance of the Contract benefits Affiliates of the Company, either directly or through the signature of any relevant documentation (e.g., statement of work, purchase order, etc.), the parties expressly agree that each Company's Affiliate shall be regarded as a Controller independently in its own right.

### **13.2 Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals – Environment**

**Global Compact.** Sanofi is a member of the Global Compact established by the United Nations (<https://www.unglobalcompact.org>) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with Company at the time of any PO are contingent upon Supplier's respect for these same principles as well any specific code of conduct implementing such principles by the Company such as the Sanofi Supplier Code of Conduct (<https://suppliers.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-of-conduct.pdf>) and the Sanofi Code of Conduct (<http://www.codeofconduct.sanofi/>). The Supplier undertakes to respect these principles and/or codes of conduct during the performance of this PO and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes the Company to assess the effectiveness of these, itself or through a third part approved by the parties.

**Anti-Corruption.** The Supplier undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by the Supplier to all the third parties to whom the Supplier may subcontract all or part of this PO. The Supplier undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

**Conflict of interests.** The Supplier declares that on the proof of receipt date of the order form formalizing this PO, no conflict of interests (hereinafter the "**Conflict of Interests**") exists to affect or that is likely to affect the performance of the service(s) or the supplying of the goods due to these interests conflicting with their proper realization to the detriment of the Company's interests. In addition, the Supplier undertakes to declare any Conflict of Interest arising during performance of the Contract. In this event, the Company shall have the right to exercise its right of termination under the conditions provided for in the T&C.

**Transparency.** In the event applicable to the Supplier, the Company shall make public the existence of the Contract together with any amounts of costs paid within the framework of this PO in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

**Restricted Parties Screening.** The Supplier shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

**Conflict Minerals.** The Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (“**Initial Conflict Minerals**”) that originated in the Democratic Republic of Congo (“**DRC**”) or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 (“**Additional Conflict Minerals**”, and together with the Initial Conflict Minerals, “**Conflict Minerals**”), in the manufacturing of any product that is implied in the performance of the Contract. Notwithstanding the foregoing, if Supplier uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such product(s) under the Contract, the Supplier shall immediately notify the Company, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. The Supplier must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

**Environment.** The Supplier shall comply with all applicable environmental protection law and regulations relating notably to chemicals and classified facilities, including where applicable, REACH Regulation (EC 1907/2006), CLP Regulation (EC1272/2008) and BPR Regulation (EU 528/2012) and IED Directive 2010/75/EU, and its amendments.

### **13.3 Waiver**

The failure of either party to enforce, at any time, or for any period of time, any provision of the Contract or the failure of either party to exercise any option under the Contract shall not be construed as a waiver of such provision or option and shall, in no way, affect that party's right to enforce such provision or exercise such option. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provision of the Contract. No waiver of any provision hereof shall be effective unless made in writing and signed by the party granting the waiver.

### **13.4 Severability**

If any of provision of the T&C and/or Special Conditions is held to be illegal, invalid or unenforceable, such provision shall be severed from the T&C and/or Special Conditions without affecting the validity of the remaining provisions under the T&C and/or Special Conditions, which shall continue to be valid and binding.

### **13.5 Independent Contractor and No Employer – Employee Relationship**

The Supplier is an independent contractor and shall not be considered or deemed to be an agent, employee, or a partner of the Company. The Supplier shall have no authority to bind the Company in any manner and shall not represent itself as an agent, employee, or a partner of the Company or as otherwise authorized to act for or on behalf of the Company.

No employer-employee relationship shall be established or deemed to exist between the Company on the one hand, and the Supplier or its employees on the other. The Supplier shall have the entire responsibility, control and supervision of the work and/or services of its employees. The Supplier shall have exclusive right to hire, select, control, supervise, or dismiss its employees, and shall otherwise exclusively exercise and comply with all employer's statutory rights and obligations without any intervention whatsoever of the Company. The determination and payment of wages, salaries and/or compensation of the Supplier's employees shall be under its sole and complete control and the Company shall in no way be responsible or accountable for salaries and/or wages and/or other benefits of the Supplier's employees, including but not limited to, any indemnity for termination of employment. The Supplier shall indemnify and hold the Company, its Affiliates and their respective employees, officers and directors harmless from any and all

claims by third parties, including but not limited to, labour authorities and/or the Supplier's employees on any cause of action which may arise relative to any employer-employee relationship. This Article 13.5 shall survive termination or expiration of the Contract.

### **13.6 Survival**

Notwithstanding the expiration or termination of the Contract, the provisions of this Article 13.6, and Articles 4.4, 6, 9, 10, 11, 12.7, 13.3, 13.4, 13.5, 14 and 15 hereof shall survive and remain effective.

### **13.7 Stamp Duty**

Unless otherwise provided in Other Prevailing Terms, any stamp duty payable in respect of the Contract shall be equally borne by the parties.

## **ARTICLE 14 Assignment and sub-contracting**

14.1 The Supplier cannot assign or sub-contract any of its rights and/or obligations under the Contract, without the prior written consent of the Company. Any assignment or sub-contracting shall be on terms no less stringent than provided under the Contract and notwithstanding consent from the Company, the Supplier shall continue to be jointly and severally liable to the Company for performance of the Contract by its assignee or sub-contractor. However, the Company may freely assign any of its rights and/or obligations under the Contract to any of its Affiliate or third party without the Supplier's prior consent.

## **ARTICLE 15 Governing law and dispute resolution**

15.1 The Contract shall be governed by the laws of Malaysia without regard to its conflict of law principles.

15.2 The parties agree to submit to the exclusive jurisdiction of the courts of Malaysia for any dispute that arises under or is related to the Contract that cannot be settled by mutual agreement.

## **DATA PROCESSING AGREEMENT**

This Data Processing Agreement ("DPA") forms part of the Company's general terms and conditions of purchase accepted by Supplier (the "T&C"), and shall apply to all services carried out by Supplier on behalf of the Company under the Contract between the Parties (the "Services").

This DPA details the Parties' respective obligations regarding the protection of Personal Data that is directly or indirectly supplied by Company to Supplier under the applicable Contract or which the Supplier is required to Process pursuant to the Contract on behalf of the Company. The measures provided for in this DPA shall apply to any and all activities associated with the Services. The provisions set forth below apply where Supplier processes Personal Data for the purposes of performing the Services.

Where the Services provided under the Contract benefit Affiliates of Company either directly or through the signature of any relevant documentation (e.g. implementation agreement, statement of work, service order, etc.), the Parties expressly agree that each such Affiliate of the Company shall be regarded as a Controller independently in its own right.

### **1. ARTICLE 1 – DEFINITIONS**

The Parties agree that terms used but not defined in this DPA, such as "Personal Data Breach", "Data Subject", "Personal Data", "Controller", "Processor", "Processing", "Supervisory Authority(ies)" shall have the meaning assigned to them under the Applicable Personal Data Protection Law, whether defined under the same term or as a substantially equivalent term. Capitalized terms not defined in this DPA or in the Applicable Personal Data Protection Law, shall have the meaning assigned to them in the T&C.

The following terms shall have the meaning set out below:

- "Applicable Personal Data Protection Law" shall mean any data protection and/or privacy laws or regulation, directive, guidelines, policy, code, rule or order of any country or jurisdiction that is applicable to the Processing of the Personal Data contemplated under the Contract and/or to which a Party is subject to, including but not limited to, the Malaysian Personal Data Protection Act 2010 ("PDPA") and related subsidiary legislations, as amended from time to time.
- "Subprocessor" shall mean any natural or legal person engaged by the Supplier only for the performance of the Processing under the Contract and as authorised in advance, either generally or specifically, as agreed between the Parties, in writing by the Controller.
- "Third Party" shall mean any person or entity other than the Controller and Processor.

### **2. ARTICLE 2 – PARTIES RESPECTIVE ROLES AND RESPONSIBILITIES**

The Parties agree that, for the purposes of the Contract, Company is the Controller and Supplier processes Personal Data as a Processor.

#### **2.1. The Company's roles, responsibilities and obligations as a Controller**

Company as Controller shall comply with its own obligations under Applicable Personal Data Protection Law regarding the Processing conducted by Supplier, as Processor, to provide the Services under the Contract.

## **2.2. Supplier's roles, responsibilities and obligations as Processor**

Supplier, as Processor, processes the Personal Data on behalf of and in accordance with the documented instructions it receives from Controller. Accordingly, Supplier, as Processor, shall only process the Personal Data exclusively for the purpose of fulfilling its obligations and providing the Services under the Contract, with Controller's prior written consent; or when required by law or an order of court, but shall notify Controller as soon as practicable before complying with such law or order of court at its own costs.

Processor's obligation to comply with the terms of this DPA is qualified as an obligation to achieve a defined result. As a consequence, Supplier shall only be able to avoid liability for any breach to the provisions of this DPA by demonstrating that it is not responsible for such breach.

Processor accepts and warrants that it will comply with the following:

### **2.2.1. Compliance with Applicable Personal Data Protection Law**

Processor shall comply with Applicable Personal Data Protection Law when performing its obligations under this DPA, in such a way as to not expose Controller to any violation of Applicable Personal Data Protection Law. Processor shall ensure its Processing of the Personal Data shall be in accordance with the standards and requirements set out from time to time by the Supervising Authority, including without limitation, the Malaysian Personal Data Protection Standards 2015 and Personal Data Protection Regulation 2013 (as may be amended, extended, re-enacted, or interpreted from time-to-time).

### **2.2.2. Compliance with Controller's instructions**

Processor shall process Personal Data on behalf of Controller exclusively in order to provide the Services for the purposes defined by Controller as well as in accordance with the documented instructions received from Controller (as set out in the Contract), unless Processor is required to do so by Applicable Personal Data Protection Law to which Processor is subject. In such case, Processor shall inform Controller of that legal requirement before the start of the Processing, unless that law prohibits such information on important grounds of public interest.

If Processor becomes aware of the fact that all or part of the instructions it receives from Controller may constitute an infringement of Applicable Personal Data Protection Law or any relevant applicable law, it shall, without delay, inform Controller of such potential infringement to request revised instructions, unless Applicable Personal Data Protection Law or other relevant applicable law prohibits the provision of such information. To the extent strictly necessary, Controller shall adapt its instructions, and Processor shall assist Controller in doing so, in order to ensure that the Processing complies with Applicable Personal Data Protection Law and any relevant applicable law. Once the new instructions are defined, Processor shall implement them without delay.

Controller shall be entitled to supplement its instructions in writing to Processor from time to time during the course of the performance of the Contract.

#### **Processor obligations:**

Processor shall promptly notify Controller of any Personal Data Breach and assist Controller in meeting mandatory notification timelines under Applicable Personal Data Protection Law.

Where required by Applicable Personal Data Protection Law, Processor shall appoint a Data Protection Officer and provide contact details to Controller.

**Cross-border transfer:**

Processor shall not transfer Personal Data outside Malaysia without Controller's prior written consent and compliance with PDPA Section 129, including conducting a Transfer Impact Assessment where applicable.

**Sensitive data handling:**

Processor shall implement enhanced security measures and obtain explicit consent before processing any sensitive Personal Data, including biometric data, in accordance with Applicable Personal Data Protection Law.

**2.2.3. Processor non-compliance**

If Processor cannot comply, for whatever reason, with any of the provisions set out in this Article 2.2, Processor must inform Controller promptly of its inability to comply, in which case Controller reserves the right to immediately and automatically suspend any Processing and/or terminate the Contract without incurring any penalties or charges for such termination.

Processor shall not modify, amend or alter the contents of the Personal Data unless expressly instructed to do so in writing by Controller.

**2.2.4. Compliance in case of subcontracting/subprocessing**

Processor shall not disclose or permit the disclosure of Personal Data to any Third Party, and/or shall not subcontract all or part of the Processing to any Subprocessor, unless Processor has obtained the prior specific written approval of Controller.

Where Processor is authorized to subcontract all or part of the Processing, it shall enter into a contract with the Subprocessor whereby the latter will be required to comply with obligations no less onerous than Processor's obligations under this DPA.

Processor shall, at the time of selection of a Third Party to become a Subprocessor and during the entire term of the Contract ensure that Subprocessor provides sufficient guarantees to implement appropriate technical and organisational measures to meet the requirements of Applicable Personal Data Protection Law and the Contract (including this DPA). Such subcontracting shall not release Processor from its responsibility for its obligations under the Contract (including this DPA). Processor remains solely responsible for the work and activities of such Subprocessors, and Processor shall be held liable for the acts and omissions of any Subprocessor(s) to the same extent as if the acts or omissions were performed by Processor.

**2.2.5. Obligation to assist Controller**

The Parties agree that, Processor, as a professional is required to assist Controller in the implementation of the Processing and of all operations to ensure compliance of the Processing with Applicable Personal Data Protection Law. In this respect, and in accordance with Applicable Personal Data Protection Law, Processor shall, upon request from Controller, provide:

**2.2.5.1. Assistance in the management of Data Subject requests**

Processor shall, in accordance with Applicable Personal Data Protection Law assist Controller by implementing appropriate technical and organizational measures designed to allow Controller to comply with its obligations to respond to requests from Data Subjects for exercising their rights.

Processor shall immediately notify Controller after receipt of any request from a Data Subject

regarding that Data Subject's Personal Data. Where the Data Subject's request is addressed directly to Processor, Processor shall not directly answer to Data Subject requests but shall forward such request upon receipt to Controller, unless it has been duly and expressly agreed in advance between the Parties, in which case the response shall be provided in accordance with the terms agreed between the Parties. Processor shall answer to this request in compliance with the written answer provided by Controller. Such answer shall be provided to Processor in a reasonable timeframe after notification of the request by Processor. Processor shall also maintain a register of such requests and provide it upon request to Controller.

#### **2.2.5.2. Assistance in the management of relationships with Supervisory Authorities**

Upon request from Controller, Processor shall assist Controller to allow it to comply with its obligations towards competent Supervisory Authorities. For this purpose, Processor shall provide all relevant information requested either by Controller or directly by any competent Supervisory Authority in the context, notably, of the fulfilment of notification or prior consultation obligations, of addressing requests, controls and investigations or of the management of Personal Data Breaches.

Processor shall immediately notify Controller after receipt of any request for disclosure of the Personal Data by a law enforcement authority, a judicial, government or a regulatory authority (having requested such authority to direct the request to Controller directly), unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Processor shall provide Controller in a best timely manner with any information on the aforementioned requests Controller may ask.

#### **2.2.5.3. Assistance in the completion of Data Protection Impact Assessments (DPIA)**

Upon Controller's request, Processor shall provide reasonable assistance, notably by providing clear, complete and accurate information about the Processing, to Controller where the Processing requires, for example, a Data Protection Impact Assessment, or a prior consultation with the competent Supervisory Authority.

#### **2.2.6. Management of persons granted access to Personal Data – confidentiality and training**

Processor shall ensure that the authorised persons who are granted access to the Personal Data under the Contract are properly trained on the Processing of Personal Data and are only granted access to such Personal Data on a need-to-know basis subject to obligation of confidentiality. Processor shall also take steps to ensure that the authorised persons only process Personal Data in accordance with the terms of this DPA, unless required to do otherwise under Applicable Personal Data Protection Law, in which case, Processor shall immediately inform Controller, unless prohibited by applicable law.

Processor guarantees that any authorised persons entrusted with Processing Personal Data hereunder are legally or contractually bound to an obligation of confidentiality or secrecy, and have been duly instructed about the Applicable Personal Data Protection Law. As the case may be, Controller may require the signature of additional confidentiality agreements by such persons and Processor shall be responsible for ensuring that such confidentiality agreements are duly signed.

During the term of the Contract (including this DPA), Processor shall implement and maintain up to date trainings and awareness programs for its employees, subcontractors and Subprocessors processing Personal Data on Controller's behalf regarding compliance with Applicable Personal Data Protection Law, including, notably, principles and rules regarding the implementation of adequate technical and organizational measures for the security of Personal Data.

### **2.2.7. Liability**

Processor shall be fully accountable and liable in the event of any breach of its obligations under this DPA and/or non-compliance with the Applicable Personal Data Protection Law. Processor shall indemnify, defend and hold harmless the Controller and its employees, officers, directors, subcontractors, representatives and/or agents, from and against all actions, claims, liabilities, judgments, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis), that may result from or be caused by Processor's or its Subprocessor's, subcontractor's or agent's: (a) breach of its obligations under this DPA; and/or (b) act, omission or negligence that causes or results in the Controller being in breach of the PDPA and/or Applicable Personal Data Protection Law, without being subject to the limitation of liability, if any, set forth in the Contract.

### **2.2.8. Records of processing activities**

Processor shall maintain a record of all categories of Processing activities carried out on behalf of Controller, in the performance of the Contract. Such records of Processing activities shall contain, at least, the name and contact details of the Processor and its representatives (including, for instance, Processor's data protection officer, if any), the categories of processing activities carried out, the transfers of Personal Data to a Third Party outside Malaysia or any jurisdiction of the Applicable Personal Data Law in which the Processing falls under (including to a Subprocessor) and the technical and organizational security measures implemented by Processor.

Processor shall make such records of Processing activities available upon request to any competent Supervisory Authority and to Controller.

### **2.2.9. Access to Personal Data**

Upon Controller's written request, Processor shall promptly provide Controller with access to the Personal Data that the Processor has in its possession or control and co-operate with Controller to enable it to satisfy any request (i) from a Data Subject to access to or obtain the correction of Personal Data and/or enforce their rights under Applicable Personal Data Protection Law; and/or (ii) from a regulator regarding the Processing, including in the event of an investigation. Notwithstanding anything herein to the contrary, if instructed in writing by Controller or where prohibited under applicable laws and regulations, Processor shall ensure that it does not disclose or allow access to Controller, personally identifiable data which allows the identification of any individual, except where necessary or permitted for Controller to discharge its obligation under applicable laws and regulations.

Processor shall ensure all Personal Data transferred to or stored on any mobile or transportable device, including but not limited to laptop computers, tablets, smartphones, CD/ DVD, USB sticks, or backup tapes, shall be in an encrypted form.

### **2.2.10 Accuracy and Correction of Personal Data**

Where the Controller provides Personal Data to the Processor, the Controller shall make reasonable effort to ensure that the Personal Data is accurate and complete before providing the same to the Processor. The Processor shall put in place adequate measures to ensure that the Personal Data in its possession or control remain or is otherwise accurate, complete, not misleading and kept updated by having regard to the purpose, including any directly related purpose, for which the Personal Data was collected and processed. In any case, the Processor shall take steps to correct any errors in the Personal Data, as soon as practicable upon the Controller's written request.



### **ARTICLE 3 – SECURITY AND CONFIDENTIALITY MEASURES**

Processor guarantees that it will take, implement and maintain during the entire term of the Services, all reasonable technical and organizational security measures (including, where appropriate, physical, administrative, procedural and information and communications technology measures) which shall (i) ensure the confidentiality, integrity, availability and resilience of the processing systems and services, and regularly update them, to ensure a level of security appropriate (a) to the risk related to the Processing of the Personal Data (taking into consideration, notably, the relevance of pseudonymisation, or encryption of the Personal Data, the nature of the Personal Data and the harm that would result from such loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction; (b) to the place or location where the Personal Data is stored; (c) to any security measures incorporated into any equipment in which the Personal Data is stored; (d) to the measures taken for ensuring the reliability, integrity and competence of its personnel having access to the Personal Data; and (e) to the measures taken for ensuring the secure transfer of the Personal Data, and (ii) protect Personal Data particularly against any unauthorized, unlawful or accidental access, collection, use, disclosure, copying, modification, disposal, loss or destruction of Personal Data, or other similar risks, and the loss of any storage medium or device on which personal data is stored (whether such Personal Data is on Processor's systems or facilities, in transit or being disposed of).

In any case, Processor shall implement technical and organizational measures, including continuity and disaster recovery measures, to ensure that it has, at all times, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and at least implement the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> (as amended by Controller from time to time). The implementation of such minimum standards is subject to Processor's review of its appropriateness in consideration of the Processing and its associated risks. Should Processor implement different security measures, it shall inform and obtain Controller's prior written approval. In any event, any such modifications shall only aim at increasing the level of security afforded to the Personal Data. Processor shall also log all activities relating to the access to the Personal Data.

Processor guarantees that it will regularly test and monitor the effectiveness of the technical and organizational security measures implemented by means of an audit. Processor shall periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Personal Data, and ensure that there are safeguards in place to control those risks. Processor shall monitor all its staff for compliance with its security and privacy program and policy requirements. Processor shall communicate to Controller on a regular basis and at least once a year a summary report of the effectiveness of these measures. The provision of such reports shall not preclude Controller from its right to conduct audits as provided for in section 7 below.

Processor shall implement and maintain robust privacy and data protection policies and procedures to ensure Personal Data in its care is properly safeguarded at all times. As may be requested by Controller, Processor shall provide a copy of its written privacy and data protection policies and procedures to Controller.

### **ARTICLE 4 – TRANSFERS OF PERSONAL DATA**

Processor shall not Process and/or implement any transfer of Personal Data outside Malaysia or any jurisdiction of the Applicable Personal Data Law in which the Processing falls under (including to a Subprocessor) except with Controller's prior written approval, and only if allowed to and in accordance with the requirements under Applicable Personal Data Protection Law. If Controller provides consent, Processor shall provide a written undertaking to Controller that the Personal Data

transferred outside Malaysia or the relevant jurisdiction will be protected at a standard that is comparable to that under the PDPA and/or enter into relevant agreements to ensure such adequate level of protection required under Applicable Personal Data Protection Law is afforded.

Processor shall comply with all requirements of Applicable Personal Data Protection Law relating to the transfer of Personal Data outside Malaysia or the relevant jurisdiction and it shall ensure that adequate safeguards are, if necessary, implemented and maintained for the entire term of the Contract in accordance with Applicable Personal Data Protection Law prior to implementing any such transfer.

Processor warrants and undertakes to Controller that, where it transfers Personal Data to any Third Party outside Malaysia or any relevant jurisdiction and/or engages Subprocessors for Processing Personal Data outside Malaysia or any relevant jurisdiction, Processor shall procure the same written undertaking from and/or enter into relevant agreements with such Third Party and/or Subprocessors; and shall procure that such Third Party or the Subprocessor(s) are bound by and comply with similar obligations to implement adequate safeguards.

#### **ARTICLE 5 – PERSONAL DATA BREACH**

In the event of a Personal Data Breach arising during the performance of the Services by Processor, Processor shall, at its own cost, notify Controller about the Personal Data Breach immediately after becoming aware of it and, in any case, within twenty-four (24) hours of becoming aware, to enable the Controller to meet any mandatory reporting timelines under the PDPA and its amendments

The notification by Processor shall include at least information about:

- the nature of the Personal Data Breach including where possible the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
- the name and contact details of Processor's data protection officer or other contact point where more information can be obtained;
- the likely consequences of the Personal Data Breach;
- the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects.

In the event that such information only becomes available to Processor progressively, it shall communicate such information to Controller immediately after it has obtained it.

Furthermore Processor shall, at its own costs:

- after investigating the causes of such Personal Data Breach, take such actions as may be necessary or reasonably expected, in consultation with Controller, to minimize the effects of any Personal Data Breach;
- take all actions as may be required by Applicable Personal Data Protection Law, and more generally provide Controller with reasonable assistance in relation to Controller' obligations to notify the Personal Data Breach to the Supervisory Authority and to the Data Subjects as the case may be;

- maintain a record of all information relating to the Personal Data Breach, including the results of its own investigations (including any root cause analysis report which shall systematically be conducted to record all events, causes, actions and remedies relating to the Personal Data Breach) and competent authorities' investigations and make such record available to Controller upon request;
- cooperate with Controller and take all measures as necessary to prevent future Personal Data Breach from occurring again; and
- where Controller determines that a Personal Data Breach notification is required under Applicable Personal Data Protection Law, Processor shall reimburse Controller for all reasonable costs associated with providing notification to Data Subjects and Supervisory Authorities, unless Processor demonstrates that the Personal Data Breach was caused by Controller's negligence or wilful misconduct.

#### **ARTICLE 6 – OBLIGATION TO INFORM CONTROLLER**

Processor shall promptly notify Controller and shall answer appropriately and without delay to all inquiries from Controller regarding:

- Processor's Processing of Personal Data;
- any legally binding request for disclosure of the Personal Data by a law enforcement authority (having requested such authority to direct the request to Controller directly), unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation);
- any notification received from a Supervisory Authority alleging infringement of the Applicable Personal Data Protection Law in the course of the provision of the Services, or of the exercise by a Supervisory Authority of any of its powers provided by the Applicable Personal Data Protection Law where such exercise is related to, or has an effect upon, the provision of the Services; and/or
- any significant changes brought to the Services having an impact on the Processing.

#### **ARTICLE 7 – AUDIT**

Controller shall be entitled to carry out any controls or audits it deems relevant regarding Processor's compliance with its obligations under this DPA. Such audits and controls may be carried out also at the premises and/or on the systems of Subprocessors to which Processor has subcontracted all or part of the Processing according to the provisions of Article 2.2.4 above and shall take place in accordance with the audit provisions set out in the T&C.

In addition to the audits provided for in the Contract, Controller shall, in the event of a Personal Data Breach, be entitled to trigger at any time any controls or audits it deems necessary regarding Processor's compliance with its obligations under this DPA and with regards to the causes, consequences and remediation actions related to said Personal Data Breach.

The audit provisions of this section also include the right to audit Subprocessors and their systems. The audit provisions of this section does not release Processor from taking all reasonable steps to verify that its Subprocessors comply with the provisions of this DPA.

#### **ARTICLE 8 – RETENTION OF PERSONAL DATA**

The Processor shall not retain Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of the Contract. The Processor shall, upon the request of the Controller or upon expiry or termination of the Contract: (a) return to the Controller, all Personal Data; or (b) permanently delete or destroy all Personal Data in its possession within 15 calendar days of being requested to do so by Controller (or such other timeframe as may be requested by Controller or prescribed under applicable laws), and, after returning or permanently deleting or destroying all Personal Data, provide the Controller with evidence and written confirmation of such destruction and deletion from all its records and that it no longer possesses any Personal Data. Where applicable, the Processor shall also instruct all Third Parties to whom it has disclosed Personal Data for the purposes of the Contract to return to the Processor or permanently delete or destroy, such Personal Data.

#### **ARTICLE 9 – TERMINATION OF THE CONTRACT / RESTITUTION AND OR DESTRUCTION OF THE PERSONAL DATA**

The duration of the Processing shall not exceed the term of the Contract. Upon expiry or termination of the Contract, for whatever reason, Processor shall cease processing any Personal Data on behalf of Controller. In this respect, Processor shall, in accordance with the instructions received from Controller, either permanently delete/destroy or return the Personal Data it has received in accordance with Article 8.

#### **ARTICLE 10 – SURVIVAL**

In the event of any conflict or inconsistency, this DPA shall supersede and prevail over any conflicting terms in the Contract unless otherwise agreed in writing by the Parties. The provisions of this DPA shall survive any expiration or termination of the Contract.